

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 28-CA-273812	Date Filed 3/8/2021

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer NP Palace LLC d/b/a Palace Station Hotel & Casino		b. Tel. No. (702) 367-2411
		c. Cell No.
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 2411 W Sahara Ave. Las Vegas, NV 89102	e. Employer Representative David Horn Vice President and General Manager	g. e-mail
		h. Number of workers employed 1350

i. Type of Establishment (factory, mine, wholesaler, etc.) Hotel & Casino	j. Identify principal product or service Casino gaming/accomodation
--	--

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(1) and 8(a)(3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the past 6 months, the Employer has violated the Act by discriminating in regard to terms and condition of employment to discourage membership in the Union. The Employer named the primary circulator of the decertification petition, (b) (6), (b) (7)(C), as the Employee of the Year and awarded (b) (6) substantial prize money.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Local Joint Executive Board of Las Vegas

4a. Address (Street and number, city, state, and ZIP code) 1630 S. Commerce Street Las Vegas, NV 89102	4b. Tel. No. 702-385-2131
	4c. Cell No.
	4d. Fax No. 702-386-9517
	4e. e-mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

UNITE HERE International Union

6. DECLARATION

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.



(signature of representative or person making charge)

Kimberley C. Weber

(Print/type name and title or office, if any)

McCracken, Stemerman & Holsberry, LLP

Address 595 Market Street, Suite 800, San Francisco, CA 94105

Date 3/8/2021

Tel. No.
415-597-7200Office, if any, Cell No.
(617) 780-9055Fax No.
415-597-7201e-mail
kweber@msh.law**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue -Suite 1400
Phoenix, AZ 85004-3099

Agency Website: www.nlr.gov
Telephone: (602)640-2160
Fax: (602)640-2178



Download
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Mobile App

March 9, 2021

NP Palace LLC
d/b/a Palace Station Hotel & Casino
2411 West Sahara Avenue
Las Vegas, NV 89102

Re: NP Palace LLC
d/b/a Palace Station Hotel & Casino
Case 28-CA-273812

Ladies and Gentlemen:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Nathan A. Higley whose telephone number is (702) 820-7467. The mailing address is 300 Las Vegas Boulevard South Suite 2-901, Las Vegas, NV 89101. If this Board agent is not available, you may contact Supervisory Field Attorney Christopher J. Doyle whose telephone number is (602) 416-4762.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

NP Palace LLC
d/b/a Palace Station Hotel & Casino
Case 28-CA-273812

- 4 -

March 9, 2021

We can provide assistance for persons with limited English proficiency or disability.
Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Cornele A. Overstreet", written in a cursive style.

Cornele A. Overstreet
Regional Director

Enclosures:

1. Copy of Charge.
2. Commerce Questionnaire

Copy of charge only sent to:

David B. Dornak, Attorney at Law
Fisher & Phillips LLP
300 South Fourth Street, Suite 1500
Las Vegas, NV 89101

CAO/NAH/tmr

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**NP PALACE LLC D/B/A PALACE STATION
HOTEL & CASINO**

Charged Party

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS
VEGAS A/W UNITE HERE INTERNATIONAL
UNION**

Charging Party

Case 28-CA-273812

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 9, 2021, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

NP Palace LLC
d/b/a Palace Station Hotel & Casino
2411 West Sahara Avenue
Las Vegas, NV 89102

March 9, 2021

Date

Timothy M. Russell, Designated Agent of
NLRB

Name

/s/ Timothy M. Russell

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue -Suite 1400
Phoenix, AZ 85004-3099

Agency Website:
www.nlr.gov
Telephone: (602)640-2160
Fax: (602)640-2178



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March 9, 2021

Local Joint Executive Board of Las Vegas
a/w UNITE HERE International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700

Re: NP Palace LLC
d/b/a Palace Station Hotel & Casino
Case 28-CA-273812

Ladies and Gentlemen:

The charge that you filed in this case on March 08, 2021 has been docketed as case number 28-CA-273812. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Nathan A. Higley whose telephone number is (702) 820-7467. The mailing address is 300 Las Vegas Boulevard South Suite 2-901, Las Vegas, NV 89101. If this Board agent is not available, you may contact Supervisory Field Attorney Christopher J. Doyle whose telephone number is (602) 416-4762.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present

your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate. Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case **MUST** be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

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withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



Cornele A. Overstreet
Regional Director

cc: Kimberley C. Weber, Attorney at Law
McCracken, Stemerman
& Holsberry, LLP
595 Market Street, Suite 800
San Francisco, CA 94105-2821

CAO/NAH/tmr

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

and

CASE

☐ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☐ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: _____

MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

OFFICE TELEPHONE NUMBER: _____

CELL PHONE NUMBER: _____ FAX: _____

SIGNATURE:  _____

DATE: _____
(Please sign in ink.)
March 12, 2021

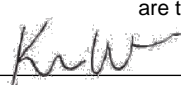
¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 28-CA-273812	Date Filed March 18, 2021

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer		b. Tel. No.	
		c. Cell No.	
		f. Fax. No.	
d. Address (Street, city, state, and ZIP code)		e. Employer Representative	
		g. e-mail	
		h. Number of workers employed	
i. Type of Establishment (factory, mine, wholesaler, etc.)		j. Identify principal product or service	
<p>The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p>			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
<div style="text-align: center;"> <div style="display: inline-block; width: 150px; height: 40px; background-color: black; vertical-align: middle;">(b) (6), (b) (7)(C)</div> </div>			
3. Full name of party filing charge (if labor organization, give full name, including local name and number)			
4a. Address (Street and number, city, state, and ZIP code)		4b. Tel. No.	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
<p style="text-align: center;">6. DECLARATION</p> <p style="text-align: center;">I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</p> <div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;">  _____ (signature of representative or person making charge) </div> <div style="text-align: center;"> _____ (Print/type name and title or office, if any) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Address _____ Date _____ </div>		Tel. No.	
		Office, if any, Cell No.	
		Fax No.	
		e-mail	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue -Suite 1400
Phoenix, AZ 85004-3099

Agency Website:
www.nlr.gov
Telephone: (602)640-2160
Fax: (602)640-2178



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March 22, 2021

Red Rock Resorts, Inc., as a single employer
with Station Casinos LLC, and NP Palace LLC
d/b/a Palace Station Hotel
& Casino 2411 West Sahara Avenue
Las Vegas, NV 89102

Re: Red Rock Resorts, Inc., as a single employer
with Station Casinos LLC, and NP Palace
LLC d/b/a Palace Station Hotel & Casino
Case 28-CA-273812

Ladies and Gentlemen:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney Nathan A. Higley whose telephone number is (702) 820-7467. The mailing address is 300 Las Vegas Boulevard South Suite 2-901, Las Vegas, NV 89101. If the agent is not available, you may contact Supervisory Field Attorney Christopher J. Doyle whose telephone number is (602) 416-4762.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the

March 22, 2021

confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Very truly yours,



Cornele A. Overstreet
Regional Director

Enclosure: Copy of first amended charge.

cc: David B. Dornak, Attorney at Law
Fisher & Phillips LLP
300 South Fourth Street, Suite 1500
Las Vegas, NV 89101

CAO/NAH/tmr

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**RED ROCK RESORTS, INC., AS A SINGLE
EMPLOYER WITH STATION CASINOS LLC,
AND NP PALACE LLC D/B/A PALACE
STATION HOTEL & CASINO**

Charged Party

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS
VEGAS A/W UNITE HERE INTERNATIONAL
UNION**

Charging Party

Case 28-CA-273812

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 22, 2021, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Red Rock Resorts, Inc., as a single employer
with Station Casinos LLC, and NP Palace
LLC d/b/a Palace Station Hotel & Casino
2411 West Sahara Avenue
Las Vegas, NV 89102

David B. Dornak, Attorney at Law
Fisher & Phillips LLP
300 South Fourth Street, Suite 1500
Las Vegas, NV 89101

March 22, 2021

Date

Timothy M. Russell, Designated Agent of
NLRB

Name

/s/ Timothy M. Russell

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue -Suite 1400
Phoenix, AZ 85004-3099

Agency Website:
www.nlr.gov
Telephone: (602)640-2160
Fax: (602)640-2178



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March 22, 2021

Local Joint Executive Board of Las Vegas
a/w UNITE HERE International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700

Re: Red Rock Resorts, Inc., as a single employer
with Station Casinos LLC, and NP Palace
LLC d/b/a Palace Station Hotel & Casino
Case 28-CA-273812

Ladies and Gentlemen:

We have docketed the first amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Attorney Nathan A. Higley whose telephone number is (702) 820-7467. The mailing address is 300 Las Vegas Boulevard South Suite 2-901, Las Vegas, NV 89101. If the agent is not available, you may contact Supervisory Field Attorney Christopher J. Doyle whose telephone number is (602) 416-4762.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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March 22, 2021

confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

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Very truly yours,



Cornele A. Overstreet
Regional Director

cc: Kimberley C. Weber, Attorney at Law
McCracken, Stemerman
& Holsberry, LLP
595 Market Street, Suite 800
San Francisco, CA 94105-2821

CAO/NAH/tmr

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 28-CA-228052 et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

SEE ATTACHED

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(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

and

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO;**

and

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

**Cases 28-CA-228052
28-CA-228944
28-CA-247602
28-CA-248464
28-CA-249203
28-CA-249576
28-CA-251083
28-CA-251254
28-CA-251803
28-CA-252404
28-CA-252964
28-CA-256630
28-CA-257778
28-CA-260167
28-CA-260169
28-CA-260187
28-CA-260199
28-CA-260207
28-CA-260209
28-CA-260216
28-CA-261666
28-CA-262465
28-CA-262973
28-CA-262977**

28-CA-262980
28-CA-262982
28-CA-262987
28-CA-263582
28-CA-264135
28-CA-264297
28-CA-264465
28-CA-264469
28-CA-264476
28-CA-264612
28-CA-264619
28-CA-264626
28-CA-264631
28-CA-264638
28-CA-266556
28-CA-266987
28-CA-267067
28-CA-268930
28-CA-268957
28-CA-268958
28-CA-268960
28-CA-269516
28-CA-269517
28-CA-269519
28-CA-269520
28-CA-269959
28-CA-269962
28-CA-269965
28-CA-271251
28-CA-271608
28-CA-273812

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO**

**Cases 28-CA-239331
28-CA-247230
28-CA-260724**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP TEXAS STATION LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;**

**collectively, a Single Employer and Single Integrated
Enterprise**

and

Case 28-CA-245647

(b) (6), (b) (7)(C) , AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC LLC d/b/a PALACE STATION
HOTEL & CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-273936

(b) (6), (b) (7)(C) , AN INDIVIDUAL

**ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Cases 28-CA-228052, 28-CA-228944, 28-CA-247602, 28-CA-260216, 28-CA-262465, 28-CA-264612, and 28-CA-268958, which are based on charges filed by Local Joint Executive Board of Las Vegas, a/w UNITE HERE International Union (LJEB) against Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino (Respondent Green Valley Ranch), Cases 28-CA-248464, 28-CA-251083, 28-CA-251803, 28-CA-260187, 28-CA-264638, and 28-CA-269517, which are based on charges filed by LJEB against NP Lake Mead LLC d/b/a Fiesta Henderson Casino Hotel (Respondent Fiesta Henderson), Cases 28-CA-249203, 28-CA-256630, 28-CA-257778, 28-CA-260209, 28-CA-262973, 28-CA-264297, 28-CA-264619, 28-CA-

268930, and 28-CA-271251 which are based on charges filed by LJEB against NP Boulder LLC d/b/a Boulder Station Hotel & Casino (Respondent Boulder Station), Cases 28-CA-251254, 28-CA-260169, 28-CA-263582, 28-CA-264469, 28-CA-269519, and 28-CA-269962, which are based on charges filed by LJEB against FP Holdings, L.P. d/b/a Palms Casino Resort (Respondent Palms), Cases 28-CA-252404, 28-CA-260207, 28-CA-261666, 28-CA-264631, and 28-CA-269516, which are based on charges filed by LJEB against NP Fiesta LLC d/b/a Fiesta Rancho Hotel & Casino (Respondent Fiesta Rancho), Cases 28-CA-252964 and 28-CA-262982, which are based on charges filed by LJEB against NP Texas LLC d/b/a Texas Station Gambling Hall and Hotel (Respondent Texas Station), Cases 28-CA-260167, 28-CA-264476, and 28-CA-268957, which are based on charges filed by LJEB against Respondent Sunset Station, Cases 28-CA-260199, 28-CA-264135, 28-CA-264626, 28-CA-266556, 28-CA-266987, and 29-CA-268960, which are based on charges filed by LJEB against NP Palace LLC d/b/a Palace Station Hotel & Casino (Respondent Palace Station), Cases 28-CA-262977 and 28-CA-267067, which are based on charges filed by LJEB against NP Red Rock, LLC d/b/a Red Rock Casino Resort & Spa (Respondent Red Rock), Cases 28-CA-262987 and 28-CA-269959, which are based on charges filed by LJEB against NP Santa Fe, LLC d/b/a Santa Fe Station Hotel & Casino (Respondent Santa Fe), Case 28-CA-269962, which is based on a charge filed by LJEB against Station Casinos, LLC (Respondent Station Casinos) as a single employer with Respondent Palms, Case 28-CA-269965, which is based on a charge filed by LJEB against Respondent Station Casinos as a single employer with Respondent Texas Station, Cases 28-CA-262980 and 28-CA-269520, which are based on charges filed by LJEB against Respondent Station Casinos as a single employer with Respondent Sunset Station, Respondent Palms, Respondent Fiesta Henderson, Respondent Fiesta Rancho, Respondent Boulder Station, and Respondent Green

Valley Ranch, Case 28-CA-264465, which is based on a charge filed by LJEB against Respondent Station Casinos as a single employer with Respondent Sunset Station, Respondent Palms, Respondent Fiesta Henderson, Respondent Palace Station, Respondent Fiesta Rancho, Respondent Boulder Station, Respondent Green Valley Ranch, and Respondent Red Rock, Case 28-CA-245647, which is based on a charge filed by (b) (6), (b) (7)(C), an Individual (b) (6), (b) (7)(C) against Respondent Texas Station, Cases 28-CA-239331 and 28-CA-247230, which are based on charges filed by International Union of Operating Engineers, Local 501 (IUOE, Local 501) against Respondent Sunset Station, Case 28-CA-260724, which is based on a charge filed by IUOE, Local 501 against Respondent Station Casinos and Respondent Palms, Case 28-CA-271608, which is based on a charge filed by LJEB against Respondent Red Rock Resorts, Inc. (Respondent RRR), Respondent Station Casinos, Respondent Palace Station and Respondent Red Rock, Case 28-CA-273812, which is based on a charge filed by LJEB against Respondent RRR, Respondent Station Casinos and Respondent Palace Station, and Case 28-CA-273936, which is based on a charge filed by (b) (6), (b) (7)(C), an Individual (b) (6), (b) (7)(C) against Respondent RRR, Respondent Station Casinos, and Respondent Palace Station, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations and alleges that Respondent RRR, Station Holdco LLC (Respondent Station Holdco), Respondent Station Casinos, Respondent Palms, Respondent Boulder, Respondent Fiesta Rancho, Respondent Fiesta Henderson, Respondent Palace, Respondent Red Rock,

Respondent Santa Fe, Respondent Sunset Station, Respondent Texas Station, and Respondent Green Valley Ranch (collectively, Respondent) has violated the Act as described below.¹

1. The charges in the above cases were filed by the Charging Parties as set forth in the following table, and served upon the respective Respondents on the dates indicated by U.S. mail:

¶	Case No.	Version	Charging Party	Respondent	Date Filed	Date Served
(a)	28-CA-228052	Original	LJEB	Respondent Green Valley Ranch	9/24/18	9/26/18
(b)	28-CA-228944	Original	LJEB	Respondent Green Valley Ranch	10/5/18	10/11/18
(c)	28-CA-239331	Original	IUOE, Local 501	Respondent Sunset Station	4/9/19	4/10/19
(d)	28-CA-239331	Amended	IUOE, Local 501	Respondent Sunset Station	8/12/19	8/13/19
(e)	28-CA-239331	2 nd Amended	IUOE, Local 501	Respondent Sunset Station	1/13/20	1/14/20
(f)	28-CA-245647	Original	(b) (6), (b) (7)(C)	Respondent Texas Station	7/29/19	7/30/19
(g)	28-CA-247230	Original	IUOE, Local 501	Respondent Sunset Station	8/27/19	8/27/19
(h)	28-CA-247602	Original	LJEB	Respondent Green Valley Ranch	9/3/19	9/4/19
(i)	28-CA-247602	Amended	LJEB	Respondent Green Valley Ranch	9/16/19	9/17/19
(j)	28-CA-247602	2 nd Amended	LJEB	Respondent Green Valley Ranch	10/11/19	10/11/19
(k)	28-CA-248464	Original	LJEB	Respondent Fiesta Henderson	9/18/19	9/18/19
(l)	28-CA-249203	Original	LJEB	Respondent Boulder Station	9/30/19	10/2/19
(m)	28-CA-249203	Amended	LJEB	Respondent Boulder Station	2/3/20	3/6/20
(n)	28-CA-249576	Original	LJEB	Respondent Sunset Station	10/7/19	10/8/19
(o)	28-CA-251083	Original	LJEB	Respondent Fiesta Henderson	1/1/19	11/4/19

¹ The Region requested that Respondent cooperate in the administrative investigation of the unfair labor practice charge conducted prior to issuance of the instant complaint. Respondent failed to fully cooperate in the investigation by refusing to furnish certain documents and witnesses relevant to the disposition of the charges.

¶	Case No.	Version	Charging Party	Respondent	Date Filed	Date Served
(p)	28-CA-251254	Original	LJEB	Respondent Palms	11/5/19	11/6/19
(q)	28-CA-251254	Amended	LJEB	Respondent Palms	12/17/19	12/18/19
(r)	28-CA-251803	Original	LJEB	Respondent Fiesta Henderson	11/14/19	11/15/19
(s)	28-CA-251803	Amended	LJEB	Respondent Fiesta Henderson	4/13/20	4/14/20
(t)	28-CA-252404	Original	LJEB	Respondent Fiesta Rancho	11/25/19	11/25/19
(u)	28-CA-252964	Original	LJEB	Respondent Texas Station	12/6/19	12/6/19
(v)	28-CA-256630	Original	LJEB	Respondent Boulder Station	2/10/20	2/11/20
(w)	28-CA-257778	Original	LJEB	Respondent Boulder Station	3/9/20	3/10/20
(x)	28-CA-257778	Amended	LJEB	Respondent Boulder Station	10/9/20	10/13/20
(y)	28-CA-260167	Original	LJEB	Respondent Sunset Station	5/7/20	5/11/20
(z)	28-CA-260167	Amended	LJEB	Respondent Sunset Station	7/13/20	7/14/20
(aa)	28-CA-260167	2 nd Amended	LJEB	Respondent Sunset Station	9/3/20	9/4/20
(bb)	28-CA-260169	Original	LJEB	Respondent Palms	5/7/20	5/11/20
(cc)	28-CA-260169	Amended	LJEB	Respondent Palms	7/13/20	7/14/20
(dd)	28-CA-260169	2 nd Amended	LJEB	Respondent Palms	9/3/20	9/4/20
(ee)	28-CA-260187	Original	LJEB	Respondent Fiesta Henderson	5/7/20	5/11/20
(ff)	28-CA-260187	Amended	LJEB	Respondent Fiesta Henderson	7/13/20	7/14/20
(gg)	28-CA-260187	2 nd Amended	LJEB	Respondent Fiesta Henderson	9/3/20	9/4/20
(hh)	28-CA-260199	Original	LJEB	Respondent Palace Station	5/7/20	5/11/20
(ii)	28-CA-260199	Amended	LJEB	Respondent Palace Station	7/13/20	7/14/20
(jj)	28-CA-260199	2 nd Amended	LJEB	Respondent Palace Station	9/3/20	9/4/20
(kk)	28-CA-260207	Original	LJEB	Respondent Fiesta Rancho	5/7/20	5/11/20

¶	Case No.	Version	Charging Party	Respondent	Date Filed	Date Served
(ll)	28-CA-260207	Amended	LJEB	Respondent Fiesta Rancho	7/13/20	7/14/20
(mm)	28-CA-260207	2 nd Amended	LJEB	Respondent Fiesta Rancho	9/3/20	9/4/20
(nn)	28-CA-260209	Original	LJEB	Respondent Boulder Station	5/7/20	5/11/20
(oo)	28-CA-260209	Amended	LJEB	Respondent Boulder Station	7/13/20	7/14/20
(pp)	28-CA-260209	2 nd Amended	LJEB	Respondent Boulder Station	9/3/20	9/4/20
(qq)	28-CA-260216	Original	LJEB	Respondent Green Valley Ranch	5/7/20	5/11/20
(rr)	28-CA-260216	Amended	LJEB	Respondent Green Valley Ranch	7/13/20	7/14/20
(ss)	28-CA-260216	2 nd Amended	LJEB	Respondent Green Valley Ranch	9/3/20	9/4/20
(tt)	28-CA-260724	Original	IUOE, Local 501	Respondent Palms	5/20/20	5/22/20
(uu)	28-CA-261666	Original	LJEB	Respondent Fiesta Rancho	6/10/20	6/15/20
(vv)	28-CA-262465	Original	LJEB	Respondent Green Valley Ranch	6/30/20	7/1/20
(ww)	28-CA-262973	Original	LJEB	Respondent Boulder Station	7/13/20	7/14/20
(xx)	28-CA-262973	Amended	LJEB	Respondent Boulder Station	9/24/20	9/28/20
(yy)	28-CA-262977	Original	LJEB	Respondent Red Rock	7/13/20	7/14/20
(zz)	28-CA-262980	Original	LJEB	Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, and Green Valley Ranch	7/13/20	7/14/20

(aaa)	28-CA-262980	Amended	LJEB	Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, and Green Valley Ranch	7/24/20	7/27/20
(bbb)	28-CA-262982	Original	LJEB	Respondent Texas Station	7/13/20	7/14/20
(ccc)	28-CA-262987	Original	LJEB	Respondent Santa Fe Station	7/13/20	7/14/20
(ddd)	28-CA-263582	Original	LJEB	Respondent Palms	7/24/20	7/27/20
(eee)	28-CA-264135	Original	LJEB	Respondent Palace Station	8/4/20	8/5/20
(fff)	28-CA-264297	Original	LJEB	Respondent Boulder Station	8/6/20	8/7/20
(ggg)	28-CA-264465	Original	LJEB	Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, Green Valley Ranch and Red Rock	8/11/20	8/12/20
(hhh)	28-CA-264469	Original	LJEB	Respondent Palms	8/11/20	8/12/20
(iii)	28-CA-264476	Original	LJEB	Respondent Sunset Station	8/11/20	8/12/20
(jjj)	28-CA-264612	Original	LJEB	Respondent Green Valley Ranch	8/11/20	8/14/20
(kkk)	28-CA-264619	Original	LJEB	Respondent Boulder Station	8/11/20	8/14/20
(lll)	28-CA-264626	Original	LJEB	Respondent Palace Station	8/11/20	8/14/20
(mmm)	28-CA-264631	Original	LJEB	Respondent Fiesta Rancho	8/11/20	8/14/20
(nnn)	28-CA-264638	Original	LJEB	Respondent Fiesta Henderson	8/11/20	8/14/20

(ooo)	28-CA-266556	Original	LJEB	Respondent Palace Station	9/22/20	9/24/20
(ppp)	28-CA-266556	Amended	LJEB	Respondent Palace Station	1/20/21	1/21/21
(qqq)	28-CA-266987	Original	LJEB	Respondent Palace Station	9/30/20	10/2/20
(rrr)	28-CA-267067	Original	LJEB	Respondent Red Rock	10/2/20	10/5/20
(sss)	28-CA-268930	Original	LJEB	Respondent Boulder Station	11/10/20	11/13/20
(ttt)	28-CA-268957	Original	LJEB	Respondent Sunset Station	11/10/20	11/13/20
(uuu)	28-CA-268958	Original	LJEB	Respondent Green Valley Ranch	11/10/20	11/13/20
(vvv)	28-CA-268960	Original	LJEB	Respondent Palace Station	11/10/20	11/13/20
(www)	28-CA-269516	Original	LJEB	Respondent Fiesta Rancho	11/25/20	11/30/20
(xxx)	28-CA-269517	Original	LJEB	Respondent Fiesta Henderson	11/25/20	11/30/20
(yyy)	28-CA-269519	Original	LJEB	Respondent Palms	11/25/20	11/30/20
(zzz)	28-CA-269519	Amended	LJEB	Respondent Palms	12/23/20	12/30/20
(aaaa)	28-CA-269520	Original	LJEB	Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, Green Valley Ranch and Red Rock	11/25/20	11/30/20
(bbbb)	28-CA-269520	Amended	LJEB	Respondents Station Casinos, Sunset Station, Palms, Fiesta Henderson, Palace Station, Fiesta Rancho, Boulder Station, Green Valley Ranch and Red Rock	12/23/20	12/30/20
(cccc)	28-CA-269959	Original	LJEB	Respondent Santa Fe	12/7/20	12/9/20

(dddd)	28-CA-269962	Original	LJEB	Respondents Station Casinos and Palms	12/8/20	12/9/20
(eeee)	28-CA-269965	Original	LJEB	Respondents Station Casinos and Texas Station	12/8/20	12/9/20
(ffff)	28-CA-271251	Original	LJEB	Respondent Boulder Station	1/11/21	1/12/21
(gggg)	28-CA-271251	Amended	LJEB	Respondent Boulder Station	4/7/21	4/8/21
(hhhh)	28-CA-271608	Original	LJEB	Respondents RRR, Station Casinos, Palace Station and Red Rock	1/20/21	1/21/21
(iiii)	28-CA-271608	Amended	LJEB	Respondents RRR, Station Casinos, Palace Station and Red Rock	2/3/21	2/3/21
(jjjj)	28-CA-271608	2 nd Amended	LJEB	Respondents RRR, Station Casinos, Palace Station and Red Rock	3/18/21	3/19/21
(kkkk)	28-CA-271608	3 rd Amended	LJEB	Respondents RRR, Station Casinos, Palace Station and Red Rock	3/22/21	3/23/21
(llll)	28-CA-273812	Original	LJEB	Respondents RRR, Station Casinos, and Palace Station	3/8/21	3/9/21
(mmmm)	28-CA-273812	Amended	LJEB	Respondents RRR, Station Casinos, and Palace Station	3/18/21	3/22/21
(nnnn)	28-CA-273936	Original	(b) (6), (b) (7)	Respondents RRR, Station Casinos, and Palace Station	3/9/21	3/11/21
(oooo)	28-CA-273936	Amended	(b) (6), (b) (7)	Respondents RRR, Station Casinos, and Palace Station	3/11/21	3/12/21

(pppp)	28-CA-273936	2 nd Amended	(b) (6), (b) (7)	Respondents RRR, Station Casinos, and Palace Station	3/17/21	3/19/21
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2. (a) At all material times, Respondent RRR has been a corporation with an office and principal place of business in Las Vegas, Nevada (Respondent RRR's Headquarters), and has been engaged in managing Respondent Station Casinos, which has been engaged in operating hotels and casinos providing food, lodging, and entertainment, including the hotels and casinos operated by the following entities:

- (1) Respondent Palms;
- (2) Respondent Boulder Station;
- (3) Respondent Fiesta Rancho;
- (4) Respondent Fiesta Henderson;
- (5) Respondent Palace Station;
- (6) Respondent Red Rock;
- (7) Respondent Santa Fe Station;
- (8) Respondent Sunset Station;
- (9) Respondent Texas Station; and
- (10) Respondent Green Valley Ranch.

(b) During the 12-month period ending September 24, 2018, Respondent RRR, in conducting its operations described above in paragraph 2(a), purchased and received at Respondent RRR's Headquarters goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(c) In conducting its operations during the 12-month period ending September 24, 2018, Respondent RRR derived gross revenues in excess of \$500,000.

(d) At all material times, Respondent RRR has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(e) At all material times, Respondent Station Holdco has been a limited liability company with an office and place of business in Las Vegas, Nevada at Respondent RRR's Headquarters, and has been engaged in operating hotels and casinos providing food, lodging, and entertainment, including the hotels and casinos operated by Respondent Palms, Respondent Boulder Station, Respondent Fiesta Rancho, Respondent Fiesta Henderson, Respondent Palace Station, Respondent Red Rock, Respondent Santa Fe, Respondent Sunset Station, Respondent Texas Station, and Respondent Green Valley Ranch.

(f) During the 12-month period ending September 24, 2018, Respondent Station Holdco, in conducting its operations described above in paragraph 2(e), purchased and received at Respondent RRR's Headquarters goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(g) In conducting its operations during the 12-month period ending September 24, 2018, Respondent Station Holdco derived gross revenues in excess of \$500,000.

(h) At all material times, Respondent Station Holdco has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(i) At all material times, Respondent Station Casinos has been a limited liability company with an office and place of business in Las Vegas, Nevada at Respondent RRR's Headquarters, and has been engaged in operating hotels and casinos providing food, lodging, and entertainment, including the hotels and casinos operated by Respondent Palms, Respondent Boulder Station, Respondent Fiesta Rancho, Respondent Fiesta

Henderson, Respondent Palace Station, Respondent Red Rock, Respondent Santa Fe, Respondent Sunset Station, Respondent Texas Station, and Respondent Green Valley Ranch.

(j) During the 12-month period ending September 24, 2018, Respondent Station Casinos, in conducting its operations described above in paragraph 2(i), purchased and received at Respondent RRR's Headquarters goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(k) In conducting its operations during the 12-month period ending September 24, 2018, Respondent Station Casinos derived gross revenues in excess of \$500,000.

(l) At all material times, Respondent Station Casinos has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(m) At all material times, Respondent Green Valley Ranch has been a limited liability company with an office and place of business in Henderson, Nevada (Respondent's Green Valley Ranch facility) and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(n) During the 12-month period ending September 24, 2018, Respondent Green Valley Ranch, in conducting its operations described above in paragraph 2(m), purchased and received at Respondent's Green Valley Ranch facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(o) In conducting its operations during the 12-month period ending September 24, 2018, Respondent Green Valley Ranch derived gross revenues in excess of \$500,000.

(p) At all material times, Respondent Green Valley Ranch has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(q) At all material times, Respondent Sunset Station has been a limited liability company with an office and place of business in Henderson, Nevada (Respondent's Sunset Station facility) and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(r) During the 12-month period ending April 9, 2019, Respondent Sunset Station, in conducting its operations described above in paragraph 2(q), purchased and received at Respondent's Sunset Station facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(s) In conducting its operations during the 12-month period ending April 9, 2019, Respondent Sunset Station derived gross revenues in excess of \$500,000.

(t) At all material times, Respondent Sunset Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(u) At all material times, Respondent Fiesta Henderson has been a limited liability company with an office and place of business in Henderson, Nevada (Respondent's Fiesta Henderson facility), and has been engaged in operating a hotel and casino providing food, lodging, and entertainment.

(v) During the 12-month period ending September 18, 2019, Respondent Fiesta Henderson, in conducting its operations described above in paragraph 2(u), purchased and received at Respondent's Fiesta Henderson facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(w) In conducting its operations during the 12-month period ending September 18, 2019, Respondent Fiesta Henderson derived gross revenues in excess of \$500,000.

(x) At all material times, Respondent Fiesta Henderson has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(y) At all material times, Respondent Boulder Station has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent's Boulder Station facility), and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(z) During the 12-month period ending September 30, 2019, Respondent Boulder Station, in conducting its operations described above in paragraph 2(y), purchased and received at Respondent's Boulder Station facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(aa) In conducting its operations during the 12-month period ending September 30, 2019, Respondent Boulder Station derived gross revenues in excess of \$500,000.

(bb) At all material times, Respondent Boulder Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(cc) At all material times, Respondent Palms has been a limited partnership with an office and place of business in Las Vegas, Nevada (Respondent's Palms facility), and has been engaged in operating a hotel and casino providing food, lodging, and entertainment.

(dd) During the 12-month period ending November 5, 2019, Respondent Palms, in conducting its operations described above in paragraph 2(cc), purchased and received at Respondent's Palms facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(ee) In conducting its operations during the 12-month period ending November 5, 2019, Respondent Palms derived gross revenues in excess of \$500,000.

(ff) At all material times, Respondent Palms has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(gg) At all material times, Respondent Palms has been a limited partnership doing business as Palms Casino Resort and Palms Place, and Fiesta Parentco, L.L.C. has been the general partner.

(hh) At all material times, Respondent Fiesta Rancho has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent's Fiesta Rancho facility), and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(ii) During the 12-month period ending November 25, 2019, Respondent Fiesta Rancho, in conducting its operations described above in paragraph 2(hh), purchased and received at Respondent's Fiesta Rancho facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(jj) In conducting its operations during the 12-month period ending May 7, 2020, Respondent Fiesta Rancho derived gross revenues in excess of \$500,000.

(kk) At all material times, Respondent Fiesta Rancho has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(ll) At all material times, Respondent Palace Station has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent's Palace Station facility), and has been engaged in operating a hotel and casino providing food, lodging, and entertainment.

(mm) During the 12-month period ending May 7, 2020, Palace Station, in conducting its operations described above in paragraph 2(ll), purchased and received at Respondent's Palace Station facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(nn) In conducting its operations during the 12-month period ending May 7, 2020, Respondent Palace Station derived gross revenues in excess of \$500,000.

(oo) At all material times, Respondent Palace Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(pp) At all material times, Respondent Red Rock has been a limited liability company with an office and place of business in Las Vegas, Nevada, Respondent's Red Rock facility and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(qq) During the 12-month period ending July 13, 2020, Respondent Red Rock, in conducting its operations described above in paragraph 2(pp), purchased and received at Respondent's Red Rock facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(rr) In conducting its operations during the 12-month period ending July 13, 2020, Respondent Red Rock derived gross revenues in excess of \$500,000.

(ss) At all material times, Respondent Red Rock has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(tt) At all material times, Respondent Santa Fe Station has been a limited liability company with an office and place of business in Las Vegas, Nevada,

(Respondent's Santa Fe Station facility) and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(uu) During the 12-month period ending July 13, 2020, Respondent Santa Fe Station, in conducting its operations described above in paragraph 2(tt), purchased and received at Respondent's Santa Fe facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(vv) In conducting its operations during the 12-month period ending July 13, 2020, Respondent Santa Fe Station derived gross revenues in excess of \$500,000.

(ww) At all material times, Respondent Santa Fe Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(xx) At all material times, Respondent Texas Station has been a limited liability company with an office and place of business in North Las Vegas, Nevada, (Respondent's Texas Station facility) and has been engaged in operating a hotel and casino providing food, lodging and entertainment.

(yy) During the 12-month period ending July 29, 2019, Respondent Texas Station, in conducting its operations described above in paragraph 2(xx), purchased and received at Respondent Texas Station's facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(zz) In conducting its operations during the 12-month period ending July 29, 2019, Respondent Texas Station derived gross revenues in excess of \$500,000.

(aaa) At all material times, Respondent Texas Station has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(bbb) At all material times, Respondent RRR, Respondent Station Holdco, Respondent Station Casinos, Respondent Palms, Respondent Boulder Station, Respondent Fiesta Rancho, Respondent Fiesta Henderson, Respondent Palace Station, Respondent Red Rock, Respondent Santa Fe, Respondent Sunset Station, Respondent Texas Station, and Respondent Green Valley Ranch (collectively, Respondent) have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have administered a common labor policy; have shared common premises and facilities; have interchanged personnel with each other; have interrelated operations with common gaming, lodging and entertainment services; and have held themselves out to the public as a single-integrated business enterprise.

(ccc) Based on its operations described above in paragraphs 2(bbb), Respondent constitutes a single-integrated business enterprise and a single employer within the meaning of the Act.

(ddd) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. (a) At all material times, LJEB has been a labor organization within the meaning of Section 2(5) of the Act.

(b) At all material times, IUOE, Local 501 has been a labor organization within the meaning of Section 2(5) of the Act.

(c) At all material times, District Council 16, International Union of Painters and Allied Trades (Painters, District Council 16) has been a labor organization within the meaning of Section 2(5) of the Act.

4. (a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Respondent Station Casinos

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

--- (b) (6), (b) (7)(C) Respondent Station Casinos

(b) (6), (b) (7)(C) (Last Name
Unknown)

--- (b) (6), (b) (7)(C) Respondent Station Casinos

Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

[REDACTED]

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

--- (b) (6), (b) (7)(C) Fiesta
Henderson

--- (b) (6), (b) (7)(C) Respondent
Fiesta Henderson

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

(b) (6), (b) (7)(C) (last
name unknown)

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

(b) (6), (b) (7)(C)

[REDACTED]

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

--- (b) (6), (b) (7)(C) Respondent
Fiesta Henderson

--- (b) (6), (b) (7)(C) Respondent
Fiesta Henderson

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

(b) (6), (b) (7)(C) (last name
unknown)

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C) Respondent Fiesta Henderson
- (b) (6), (b) (7)(C) Respondent Fiesta Henderson
- (b) (6), (b) (7)(C) Respondent
Fiesta Henderson
- (b) (6), (b) (7)(C) Respondent
Fiesta Henderson

Respondent Fiesta Rancho

(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C)
Respondent Fiesta Rancho
- (b) (6), (b) (7)(C) Respondent Fiesta
Rancho (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C) Respondent
Fiesta Rancho
- Unknown title, Respondent Fiesta Rancho
- (b) (6), (b) (7)(C) Respondent Fiesta Rancho
- (b) (6), (b) (7)(C) Respondent Fiesta Rancho
- (b) (6), (b) (7)(C), Respondent Fiesta Rancho

(b) (6), (b) (7) (last name
unknown)

(b) (6), (b) (7)(C)

(b) (6), (b) (7) (last name
unknown)

Respondent Boulder Station

(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C)
Respondent Boulder Station
- (b) (6), (b) (7)(C) Respondent Boulder Station
- (b) (6), (b) (7)(C) Respondent
Boulder Station
- (b) (6), (b) (7)(C) Respondent
Boulder Station
- (b) (6), (b) (7)(C) Respondent
Boulder Station
- (b) (6), (b) (7)(C) Respondent
Boulder Station
- (b) (6), (b) (7)(C) Respondent Boulder
Station
- (b) (6), (b) (7)(C) Respondent Boulder
Station

(b) (6), (b) (7) (last name
unknown)

(b) (6), (b) (7) (last name
unknown)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (last name
unknown)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Respondent Sunset Station

--- (b) (6), (b) (7)(C)
Respondent Sunset Station

--- (b) (6), (b) (7)(C)
Respondent Sunset Station (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C), Respondent
Sunset Station

(b) (6), (b) (7)(C)

(b) (6), (b) (7) (last name
unknown)

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C)
Respondent Red Rock

--- (b) (6), (b) (7)(C)
Respondent Red Rock

--- (b) (6), (b) (7)(C) Respondent
Red Rock

--- (b) (6), (b) (7)(C) Respondent
Red Rock

--- (b) (6), (b) (7)(C) Respondent Red
Rock

--- (b) (6), (b) (7)(C) Respondent Red
Rock (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Red
Rock (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Respondent Red Rock

--- (b) (6), (b) (7)(C) Red Rock

--- (b) (6), (b) (7)(C) Respondent Red
Rock

--- (b) (6), (b) (7)(C)
Respondent Red Rock

--- (b) (6), (b) (7)(C)
Respondent Red Rock

--- (b) (6), (b) (7)(C) Respondent Red Rock (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Red
Rock

--- (b) (6), (b) (7)(C) Respondent Red Rock

--- (b) (6), (b) (7)(C) Respondent Red Rock

Respondent Green Valley Ranch

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C)
Respondent Green Valley Ranch

(b) (6), (b) (7)(C)	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch (b) (6), (b) (7)(C)
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch (b) (6), (b) (7)(C)
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
(b) (6), (b) (7)(C) (last name unknown)	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
(b) (6), (b) (7)(C) (last name unknown)		(b) (6), (b) (7)(C)	Respondent Green Valley Ranch
(b) (6), (b) (7)(C)	---	(b) (6), (b) (7)(C)	Respondent Green Valley Ranch

(b) (6), (b) (7)(C) (LNU

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Green Valley Ranch

--- (b) (6), (b) (7)(C) Respondent
Green Valley Ranch

--- (b) (6), (b) (7)(C) Respondent Green
Valley Ranch

--- (b) (6), (b) (7)(C) r, Respondent Green
Valley Ranch

--- (b) (6), (b) (7)(C) Respondent Green
Valley Ranch

Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace
Station

--- (b) (6), (b) (7)(C)
Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent
Palace Station

--- (b) (6), (b) (7)(C) Respondent
Palace Station

--- (b) (6), (b) (7)(C) Respondent
Palace Station

--- (b) (6), (b) (7)(C), Respondent Palace
Station

--- (b) (6), (b) (7)(C) Respondent Palace
Station

--- (b) (6), (b) (7)(C) Respondent
Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace
Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C), Respondent Palace
Station

--- (b) (6), (b) (7)(C) Respondent Palace
Station

--- (b) (6), (b) (7)(C) Respondent
Palace Station

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (last name
unknown)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (last name
unknown)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (last name
unknown)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C) Respondent Palace Station
- (b) (6), (b) (7)(C) Respondent Palace Station
- (b) (6), (b) (7)(C) Respondent Palace Station
- (b) (6), (b) (7)(C) Respondent Palace Station
- (b) (6), (b) (7)(C) Respondent Palace Station

Respondent Palms

(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C) Respondent Palms (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C) Respondent Palms
- (b) (6), (b) (7)(C) Respondent Palms
- (b) (6), (b) (7)(C) Respondent Palms
- (b) (6), (b) (7)(C) Respondent Palms
- (b) (6), (b) (7)(C) Respondent Palms
- (b) (6), (b) (7)(C) Respondent Palms
- (b) (6), (b) (7)(C)

Respondent Santa Fe Station

(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station

(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- Unknown title, Respondent Santa Fe Station (formerly of Respondent Fiesta Rancho)

Respondent Texas Station

(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station

(b) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of the Respondent at Respondent's facilities set forth below within the meaning of Section 2(13) of the Act.

- | | | |
|---|-----|--|
| Unnamed Agent | --- | Outside Counsel for Respondent Station Casinos |
| Unnamed Agent | --- | Outside Counsel for Respondent Station Casinos |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C) Respondent Boulder Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C) Respondent Boulder Station |
| Unnamed Agents | --- | Security Guards, Respondent Boulder Station |
| (b) (6), (b) (7)(C) | --- | (b) (6), (b) (7)(C) Respondent Palace Station |
| (b) (6), (b) (7)(C) (last name unknown) | --- | Unknown title, Respondent Palace Station |
| (b) (6), (b) (7)(C) (last name unknown) | --- | (b) (6), (b) (7)(C) Respondent Palace Station |

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Palace Station

5. (a) The following employees of Respondent (the Palms Slot Technician Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Slot Technicians in the Slot Department employed by Respondent Palms in Las Vegas, Nevada; excluding all other employees, office clerical employees, guards and supervisors as defined in the Act.

(b) On June 12, 2014, the Board certified IUOE, Local 501 as the exclusive collective-bargaining representative of the Palms Slot Technician Unit.

(c) At all times since June 12, 2014, based on Section 9(a) of the Act, IUOE, Local 501 has been the exclusive collective-bargaining representative of the Palms Slot Technician Unit.

(d) The following employees of Respondent (the Boulder Station Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Banquet Captains, Banquet Servers, Bar/Beverage Porters, Bell Persons, Bartenders, Beverage Servers, Bus Persons, Concession Workers, Cooks, Cook's Helpers, Counter Attendants, Food Servers, Gourmet Host/Cashiers, Guest Room Attendants, Host/Cashiers, Housepersons, Kitchen Runners, Kitchen Workers, Lead Attendants, Pantry Workers, Porters, Room Runners, Service Bartenders, Sprinters, Stove Persons, Team Member Dining Room Attendants, and Utility Porters employed by Respondent Boulder; excluding all other employees employed by the Employer, including all front-desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), drivers, engineering and maintenance employees, office clerical employees, confidential employees, guards, managers and supervisors as defined by the Act.

(e) On September 13, 2016, the Board certified LJEB as the exclusive collective-bargaining representative of the Boulder Station Food and Beverage and Hotel Operations Employee Unit.

(f) At all times since September 13, 2016, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Boulder Station Food and Beverage and Hotel Operations Employee Unit.

(g) The following employees of Respondent (the Palace Station Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time and regular part-time banquet captains, banquet servers, bar/beverage porters; bartenders, beverage servers, bus persons, concession workers, cooks, wok's helpers, counter attendants, food servers, gourmet host/cashiers, guest room attendants, host/cashiers, housepersons, kitchen runners, kitchen workers, lead attendants, pantry workers, porters, room runners, service bartenders, sprinters, stove persons, team member dining room attendants, and utility porters employed by Respondent Palace Station in Las Vegas, Nevada; excluding all other employees, including all front-desk employees, bellpersons, valet parkers gaming employees (dealers, slot attendants, cage cashiers), drivers, engineering and maintenance employees, office clerical employees, confidential employees, and all guards, managers and supervisors as defined by the Act.

(h) Since about March 13, 2017, and at all material times, Respondent has recognized LJEB as the exclusive collective-bargaining representative of the Palace Station Food and Beverage and Hotel Operations Employee Unit. This recognition has been embodied in an informal Board settlement agreement dated March 13, 2017.

(i) At all times since March 13, 2017, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Palace Station Food and Beverage and Hotel Operations Employee Unit.

(j) The following employees of Respondent (the Green Valley Ranch Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time and regular part-time and regular on-call Banquet Bartenders, Banquet Porters, Banquet Servers, Bar/Beverage Porters, Bartenders, Bell Captains, Bell Persons, Beverage Servers, Bus Persons, Concession Workers, Catering Beverage Porters, Cooks, Cook's Helpers, Counter Attendants, Food Servers, Gourmet Hosts/Cashiers, Host/Cashiers, IM Porters, Kitchen Runners, Kitchen Workers, Lead Banquet Porters, Lead Counter Attendants, Lucky VIP Attendants, Lucky VIP Bartenders, Pantry Workers, Pantry Workers 11, Resort Guest Room Attendants, Resort Housepersons, Resort Steakhouse Cooks, Resort Suite Guest Room Attendants, Room Runners, Service Bartenders, Sprinters, Status Board Operators, Steakhouse Captains, Stove Persons, Sushi Cooks, Team Member Dining Room Attendants, Turndown Guest Room Attendants, Utility Porters, VIP Attendants, VIP Bartenders, VIP Lounge Bartenders, VIP Servers employed by Respondent Green Valley Ranch, excluding all other employees, including all front-desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, confidential employees, and all guards, managers and supervisors as defined by the Act.

(k) On March 23, 2018, the Board certified LJEB as the exclusive collective-bargaining representative of the Green Valley Ranch Food and Beverage and Hotel Operations Employee Unit.

(l) At all times since March 23, 2018, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Green Valley Ranch Food and Beverage and Hotel Operations Employee Unit.

(m) The following employees of Respondent (the Palms Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Banquet Servers, Bakers, Bar/Beverage Porters, Bartenders, Banquet Bartenders, Banquet Porters, Beverage

Servers, Bus Persons, Cooks, Cooks Helpers, Food Servers, Assistant Food Servers, Guest Room Attendants, Host/Cashiers, House Persons, Kitchen Workers, Lead Porters, Lead Banquet Porters, Mini Bar Attendants, Porters, Room Runners, Service Bartenders, Sprinters, Status Board, Specialty Cooks, Stove Persons, Team Member Dining Room Attendants, Uniform Room Attendants, Utility Porters, VIP Bartenders, and VIP Bar Hosts employed by Respondent Palms at its facility in Las Vegas, Nevada; excluding all other employees employed by Respondent Palms, including Bell Persons, Butlers, Valet Parkers, Housekeeping Supervisors, Gaming Employees (including, but not limited to Dealers, Slot Attendants, Cage, and Cashiers), Drivers, Front Desk Employees, Engineering and Maintenance Employees, Lifeguards, Spa & Salon workers, Office Clerical Employees, Confidential Employees and all Guards, Managers and Supervisors as defined by the Act.

(n) On May 9, 2018, the Board certified LJEB as the exclusive collective-bargaining representative of the Palms Food and Beverage and Hotel Operations Employee Unit.

(o) At all times since May 9, 2018, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Palms Food and Beverage and Hotel Operations Employee Unit.

(p) The following employees of Respondent (the Sunset Station Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time banquet bartenders, banquet porters, banquet servers, bar/beverage porters, bartenders, bellpersons, beverage servers, buspersons, concession workers, concession workers/cooks, cooks, cooks (tipped), cook helpers, counter attendants, food servers, guest room attendants, hostpersons/cashiers, housepersons, kitchen runners, kitchen workers, lead counter attendants, pantry workers, porters, room runners, sprinters, status board operators, stove persons, team member dining room attendants, utility porters, and VIP bartenders employed by Respondent Sunset Station at its facility in Henderson, Nevada; excluding all other employees, front-desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering & maintenance employees, VIP attendants-pool grill, office clerical employees, confidential employees, guards, managers and supervisors as defined by the Act.

(q) On June 13, 2019, a representation election was conducted among the employees in the Sunset Station Food and Beverage and Hotel Operations Employee Unit, and on November 5, 2019, the Board certified LJEB as the exclusive collective-bargaining representative of the Sunset Station Food and Beverage and Hotel Operations Employee Unit.

(r) At all times since June 13, 2019, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Sunset Station Food and Beverage and Hotel Operations Employee Unit.

(s) The following employees of Respondent (the Sunset Station Slot Technician Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time slot technicians, utility technicians, and slot mechanics employed by Respondent Sunset Station at its facility in Henderson, Nevada; excluding all other employees, office clerical employees, professional employees, and guards and supervisors as defined by the National Labor Relations Act.

(t) On August 1, 2018, the Board certified IUOE, Local 501 as the exclusive collective-bargaining representative of the Sunset Station Slot Technician Unit.

(u) At all times since August 1, 2018, based on Section 9(a) of the Act, IUOE, Local 501 has been the exclusive collective-bargaining representative of the Sunset Station Slot Technician Unit.

(v) The following employees of Respondent (the Fiesta Rancho Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time bartenders, bar/beverage porters, beverage servers, porters, utility porters, guest room attendants,

housepersons, kitchen workers, stove persons, team-member dining room attendants, cooks, cook helpers, kitchen runners, room runners, food servers, host/cashiers, pantry workers, and concession workers employed by Respondent Fiesta Rancho at its facility in Las Vegas, Nevada; excluding all other employees, front-desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering & maintenance employees, office clerical employees, confidential employees, guards, managers and supervisors as defined by the Act.

(w) On June 14, 2019, a representation election was conducted among the employees in the Fiesta Rancho Food and Beverage and Hotel Operations Employee Unit, and, on June 28, 2019, the Board certified LJEB as the exclusive collective-bargaining representative of the Fiesta Henderson Food and Beverage and Hotel Operations Employee Unit.

(x) At all times since June 14, 2019, based on Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Fiesta Rancho Food and Beverage and Hotel Operations Employee Unit.

(y) The following employees of Respondent (the Fiesta Henderson Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time banquet servers, bartenders, beverage porters, beverage servers, bus persons, cook helpers, cooks, counter attendants, food servers, guest room attendants, hosts/cashiers, housepersons, kitchen runners, kitchen workers, lead counter attendants, pantry workers, porters, room runners, service bartenders, sprinters, stove persons, team member dining room (TDR) attendants, and utility porters employed by Respondent Fiesta Henderson at its facility in Henderson, Nevada; excluding all other employees, front desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(z) On September 13, 2019, a representation election was conducted among the employees in the Unit, and on November 19, 2020, LJEB was certified as the

exclusive collective-bargaining representative of the Fiesta Henderson Food and Beverage and Hotel Operations Employee Unit.

(aa) At all times since September 13, 2019, LJEB has been the exclusive collective-bargaining representative of the Fiesta Henderson Food and Beverage and Hotel Operations Employee Unit.

(bb) The following employees of Respondent (the Palms Engineer, Painter, and Carpenter Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time maintenance engineers, junior engineers, painters, and carpenters employed by Respondent Palms at its facility in Las Vegas, Nevada; excluding all other employees, office clerical employees, professional employees, guards, and supervisors as defined in the Act.

(cc) On December 17, 2019, the Board certified IUOE, Local 501 and Painters, District Council 16 as the exclusive collective-bargaining representative of the employees in the Palms Engineer, Painter, and Carpenter Unit.

(dd) At all times since December 17, 2019, based on Section 9(a) of the Act, IUOE, Local 501 and Painters, District Council 16 have been the exclusive collective-bargaining representative of the Palms Engineer, Painter, and Carpenter Unit.

(ee) The following employees of Respondent Red Rock (the Red Rock Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time assistant food servers, bakers (I, II, III), banquet bartenders, banquet porters, banquets setup, bar porters, bartenders, bell persons, bell starters, beverage porters, beverage servers, beverage (Race/Sports), banquet servers, bus persons/bussers, cake decorators (I, II), captains, coffee breakers, concession workers, cooks, cook's helpers, counter attendants, food servers, gourmet

hostperson/cashiers, host/cashiers, housekeeping utility porters, ice cream concession workers, kitchen runners, kitchen workers, lead banquet porters, lead counter attendants, lead servers, mini bar attendants, pantry, porters, resort guest room attendants, resort housepersons, resort suite guest room attendants, resort steakhouse cooks, room runners, room service captains, runners, service bartenders, specialty cooks, servers, sprinters, status board, stove persons, team member dining room (TDR) attendants, turndown guest room attendants, utility porters, VIP attendants, VIP bartenders, and VIP lounge attendants employed by Respondent Red Rock at its facility located at 11011 West Charleston Boulevard, Las Vegas, Nevada; excluding all other employees, front desk employees, valet parkers, retail cashier/clerks, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(ff) About October 11, 2019, a majority of the Red Rock Food and Beverage and Hotel Operations Employee Unit employees designated LJEB as their exclusive collective-bargaining representative.

(gg) The serious and substantial unfair labor practice conduct described *infra* in paragraphs 5 through 9, and in paragraphs 5 and 6 of the Fourth Consolidated Complaint and Notice of Hearing in Cases 28-CA-244484, *et al.*, which issued on October 8, 2020, and is attached as Exhibit A (the Complaint in Cases 28-CA-244484, *et al.*), is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be better protected by issuance of a bargaining order.

(hh) The allegations described above in paragraph 5(gg) requesting the issuance of a bargaining order are supported by, among other things:

(1) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) are (b) (6), (b) (7)(C) responsible for the conduct described above in paragraph 5(gg);

(2) (b) (6), (b) (7)(C) issued communications to employees

concerning the conduct described above in paragraph 5(gg);

(3) the conduct described above in paragraph 5(gg) has not

been retracted;

(4) there are approximately 1,337 employees in the Red Rock

Food and Beverage and Hotel Operations Employee Unit described above in paragraph 5(ee);

(5) the conduct described above in paragraph 5(gg) was

directed at a majority of employees in the Red Rock Food and Beverage and Hotel Operations Employee Unit;

(6) all of the employees in the Red Rock Food and Beverage

and Hotel Operations Employee Unit learned or were likely to learn of the conduct described above in paragraph 5(gg);

(7) the conduct described above in paragraph 5(gg) directly

impacted LJEB's support among a majority of the employees in the Red Rock Food and Beverage and Hotel Operations Employee Unit;

(8) there is a substantial likelihood of recidivism on

Respondent's part, given that Respondent Red Rock and Respondent Station Casinos are part of the single-integrated enterprise and single employer described above in paragraph 2(bbb) and 2(ccc), and given that Respondent Station Casinos has been found by the Board to have engaged in numerous unfair labor practices including at other of its facilities, and in Board decisions

including, but not limited to, the Board's decision in *Station Casinos, LLC*, 358 NLRB 1556 (2012); and

(9) there is a substantial likelihood of recidivism on Respondent's part, given the serious and substantial unfair labor practice conduct described in paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*

(ii) At all times since about October 11, 2019, based upon Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Red Rock Unit.

(jj) The following employees of Respondent (the Texas Station Food and Beverage and Hotel Operations Employee Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time banquet bartenders, banquet food servers, banquet porters, bar porters, bartenders, beverage servers, bus persons, butchers, catering cooks, catering pantry workers, catering stove persons, concession workers, cooks, cook helpers, counter attendants, lead counter attendants, food servers, guest room attendants, host/cashiers, house persons, kitchen runners, kitchen workers, pantry workers, porters, utility porters, room runners, runners, sprinters, stove persons, VIP bartenders, and TDR attendants employed by Respondent Texas Station in North Las Vegas, Nevada; excluding all other employees, front desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(kk) About February 11, 2020, a majority of the Texas Station Food and Beverage and Hotel Operations Employee Unit designated LJEB as their exclusive collective-bargaining representative.

(ll) The serious and substantial unfair labor practice conduct described *infra* in paragraphs 5 through 9, and in paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*, is such that there is only a slight possibility of traditional remedies erasing their

effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be better protected by issuance of a bargaining order.

(mm) The allegations described above in paragraph 5(ll) requesting the issuance of a bargaining order are supported by, among other things:

- (1) (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) responsible for the conduct described above in paragraph 5(ll);
- (2) (b) (6), (b) (7)(C) issued communications to employees concerning the conduct described above in paragraph 5(ll);
- (3) the conduct described above in paragraph 5(ll) has not been retracted;
- (4) there are approximately 369 employees in the Texas Station Food and Beverage and Hotel Operations Employee Unit described above in paragraph 5(jj);
- (5) the conduct described above in paragraph 5(ll) was directed at a majority of the employees in the Texas Station Food and Beverage and Hotel Operations Employee Unit;
- (6) all of the employees in the Texas Station Food and Beverage and Hotel Operations Employee Unit learned or were likely to learn of the conduct described above in paragraph 5(ll);
- (7) the conduct described above in paragraph 5(ll) directly impacted LJEB's support among a majority of the employees in the Texas Station Food and Beverage and Hotel Operations Employee Unit;

(8) there is a substantial likelihood of recidivism on Respondent's part, given that Respondent Texas Station and Respondent Station Casinos are part of the single-integrated enterprise and single employer described above in paragraph 2(bbb) and 2(ccc), and given that Respondent Station Casinos has been found by the Board to have engaged in numerous unfair labor practices including at other of its facilities, and in Board decisions including, but not limited to, the Board's decision in *Station Casinos, LLC*, 358 NLRB 1556 (2012); and

(9) there is a substantial likelihood of recidivism on Respondent's part, given that Respondent Texas Station and Respondent Red Rock are part of the single-integrated enterprise and single employer described above in paragraph 2(bbb) and 2(ccc), and given the serious and substantial unfair labor practice conduct described paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*

(nn) At all times since about February 11, 2019, based upon Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Texas Station Unit.

(oo) The following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit):

All full-time and regular part-time banquet bartenders, banquet food servers, banquet porters, bar porters, bartenders, beverage servers, bus persons, butchers, catering cooks, catering pantry workers, catering stove persons, concession workers, cooks, cook helpers, counter attendants, lead counter attendants, food servers, guest room attendants, host/cashiers, house persons, kitchen runners, kitchen workers, pantry workers, porters, utility porters, room runners, runners, sprinters, stove persons, VIP bartenders, and TDR attendants employed by Respondent Santa Fe Station in Las Vegas, Nevada; excluding all other employees, front desk employees, valet parkers, gaming employees (dealers, slot attendants, cage

cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(pp) About October 12, 2020, a majority of the employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit designated LJEB as their exclusive collective-bargaining representative.

(qq) The serious and substantial unfair labor practice conduct described *infra* in paragraphs 5 through 9, and in paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*, is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be better protected by issuance of a bargaining order.

(rr) The allegations described *infra* in paragraph 5(qq) requesting the issuance of a bargaining order are supported by, among other things:

- (1) (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) responsible for the conduct described above in paragraph 5(qq);
- (2) (b) (6), (b) (7)(C) issued communications to employees concerning the conduct described above in paragraphs paragraph 5(qq);
- (3) the conduct described above in paragraph 5(qq) has not been retracted;
- (4) there are approximately 550 employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit described above in paragraph 5(oo);

(5) the conduct described above in paragraph 5(qq) was directed at a majority of the employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit;

(6) all of the employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit learned or were likely to learn of the conduct described above in paragraph 5(qq);

(7) the conduct described above in paragraph 5(qq) directly impacted LJEB's support among a majority of the employees in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit;

(8) there is a substantial likelihood of recidivism on Respondent's part, given that Respondent Santa Fe Station and Respondent Station Casinos are part of the single-integrated enterprise and single employer described above in paragraph 2(bbb) and 2(ccc), and given that Respondent Station Casinos has been found by the Board to have engaged in numerous unfair labor practices including at other of its facilities, and in Board decisions including, but not limited to, the Board's decision in *Station Casinos, LLC*, 358 NLRB 1556 (2012); and

(9) there is a substantial likelihood of recidivism on Respondent's part, given that Respondent Santa Fe Station and Respondent Red Rock are part of the single-integrated enterprise and single employer described above in paragraph 2(bbb) and 2(ccc), and given the serious and substantial unfair labor practice conduct described paragraphs 5 and 6 of the Complaint in Cases 28-CA-244484, *et al.*

(ss) At all times since about October 12, 2020, based upon Section 9(a) of the Act, LJEB has been the exclusive collective-bargaining representative of the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit.

6. (a) On various dates between a date in or around January 2018 and about October 3, 2019, more precise dates being unknown to the Acting General Counsel but within the knowledge of Respondent, (b) (6), (b) (7)(C) an employee of Respondent at Respondent's Boulder facility, engaged in concerted activities with other employees for mutual aid and protection and concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees, by raising concerns with other employees and Respondent about wages, hours, and working conditions, including Respondent's failure to rotate servers among restaurant stations and employees' exposure to black mold in a working area.

(b) About February 7, 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), at Respondent's Sunset Station facility, by telling employees in the Sunset Station Slot Technician Unit that they could not have representatives of IUOE Local, 501, or any party, present during investigatory interviews, because Respondent did not recognize IUOE, Local 501, informed its employees that it was futile for them to select IUOE, Local 501 as their bargaining representative and to request to be represented by IUOE, Local 501 during investigatory interviews that they had reason to believe could result in their discipline.

(c) (1) About (b) (6), (b) (7)(C) 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), at Respondent's Sunset Station facility, denied the request of its employee (b) (6), (b) (7)(C) to be represented by IUOE, Local 501 during an interview.

(2) Respondent's employee (b) (6), (b) (7) had reasonable cause to believe that the interview described above in paragraph 6(c)(1) would result in disciplinary action being taken against (b) (6), (b) (7).

(3) About (b) (6), (b) (7)(C) 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Sunset Station facility, conducted the interview described above in paragraphs 6(c)(1) and 6(c)(2) with its employee (b) (6), (b) (7), even though Respondent denied the employee's request for union representation described above in paragraph 6(c)(1).

(d) About August 2, 2019, in a meeting with employees around 2:00 p.m., Respondent, by (b) (6), (b) (7)(C) at Respondent's Fiesta Henderson facility, by telling employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(1) employees were silly to think that LJEB would be able to change rules at Respondent Fiesta Henderson;

(2) LJEB could not change any of Respondent Fiesta Henderson's rules, and LJEB would come in and have to abide by those rules; and

(3) it had been three years that LJEB has been bargaining and had not been able to get a contract with Respondent Boulder Station and Respondent Palace Station.

(e) About August 2, 2019, in a meeting with employees around 10:00 p.m., Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(i) LJEB cannot change any way Respondent does its business;

(ii) the salary structures could not be changed at Respondent's individual facilities and had to stay the same at all of Respondent's facilities;

(iii) every one of Respondent's facilities would have to negotiate its own contract, and, at other of Respondent's facilities, it had been three (3) years since employees selected LJEB as their collective-bargaining representative and they had nothing to show for it;

(iv) at Respondent's Boulder Station facility, it had been three (3) years at the bargaining table with nothing to show for it, and the parties had only agreed on three things; and

(2) threatened its employees with loss of future benefits if they selected LJEB as their collective-bargaining representative.

(f) About August 3, 2019, in a meeting with employees around 2:00 p.m., Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(i) Respondent Fiesta Henderson had its business and the way it ran its business would stay intact;

(ii) LJEB has no control over Respondent Fiesta Henderson's policies or regulations;

(iii) Respondent Fiesta Henderson would continue to follow the same rules and policies if employees selected LJEB as their collective-bargaining representative; and

(iv) a collective-bargaining agreement would not happen overnight and would take years and years;

(2) threatened its employees with a loss of benefits if they selected LJEB as their collective-bargaining representative.

(g) About August 3, 2019, in a meeting with employees around 10:00 p.m., Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(i) Respondent Station Casinos was not going to change its mind about how it negotiated property by property, and it had been three (3) years at Respondent Boulder Station's facility since employees selected LJEB as their collective-bargaining representative; and

(ii) if selected, LJEB cannot change the rules or how Respondent Fiesta Henderson does its business;

(2) threatened its employees with loss of benefits if they selected LJEB as their collective-bargaining representative; and

(3) by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment to discourage them from supporting LJEB.

(h) About August 9, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative:

(i) employees at Respondent's Boulder Station facility had been with LJEB for 3 years, and LJEB did not do anything for them; and

(ii) employees at Respondent's Boulder Station facility had nothing, nothing, no raises, no nothing since selecting LJEB as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected LJEB as their collective-bargaining representative.

(i) About August 12, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility:

(1) by telling its employees that there had been no progress on the contract at Respondent's Boulder Station facility, and that each of Respondent's facilities would be individually negotiated, informed its employees that it would be futile for them to select LJEB as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected LJEB as their collective-bargaining representative; and

(3) threatened its employees they would have to watch their coworkers burn to the ground because they would not be able to help them if they selected LJEB as their collective-bargaining representative.

(j) About August 12, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility, instructed employees to remove their union buttons.

(k) About August 12, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility, threatened its employees with discharge because they supported LJEB and engaged in protected, concerted activities.

(l) About August 13, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility, by telling its employees that nothing would change unless it was collectively and that Respondent would not give one thing for one group of team members that it was not going to do for all of its team members, informed its employees it would be futile for them to select LJEB as their collective-bargaining representative.

(m) About August 14, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility:

(1) by standing in front of its employees and recording them on a cellular phone, engaged in surveillance of employees' union and protected concerted activities and/or created the impression of surveillance of employees' union and protected concerted activities; and

(2) threatened its employees with unspecified reprisals if they made a complaint to the Board.

(n) About August 15, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility, threatened its employees with loss of benefits if employees selected LJEB as their collective-bargaining representative.

(o) About August 19, 2019, Respondent, by (b) (6), (b) (7)(C) (last name unknown to the Acting General Counsel but within the knowledge of Respondent), at

Respondent's Fiesta Henderson facility, by telling its employees the following, informed its employees it would be futile for them to select LJEB as their collective-bargaining representative:

(1) LJEB had not done anything for employees at other of Respondent's facilities; and

(2) employees were never going to get a contract.

(p) About September 11, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility, threatened its employees that promised benefits would be withheld if they selected LJEB as their collective-bargaining representative.

(q) About September 11, 2019, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (last name unknown to the Acting General Counsel but within the knowledge of Respondent), at Respondent's Fiesta Henderson facility, by watching employees wearing union buttons for extended periods of time and making notes, engaged in surveillance of employees' union activities and/or created the impression of surveillance of its employees' union activities.

(r) About early September 2019, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, at Respondent's Fiesta Henderson facility, by (b) (6), (b) (7)(C):

(1) directed its employees to protest LJEB during an election;

(2) directed its employees to make anti-union signs; and

(3) directed its employees to talk to other employees about why they should oppose LJEB.

(s) About September 19, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station facility, threatened its employees with unspecified reprisals for engaging in union and protected concerted activities.

(t) About the dates set forth below, Respondent, at Respondent's Boulder Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C):

(1) About September 20, 2019, subjected its employee (b) (6), (b) (7)(C) to more onerous working conditions by requiring (b) (6) to move a shelf, requiring (b) (6), (b) (7)(C) to complete workplace injury reports even though (b) (6) had not sustained a workplace injury, and subjecting (b) (6), (b) (7)(C) to drug and alcohol testing;

(2) About (b) (6), (b) (7)(C) 2019, issued a final written warning to its employee (b) (6), (b) (7)(C);

(3) About (b) (6), (b) (7)(C) 2019, suspended its employee (b) (6), (b) (7)(C); and

(4) About (b) (6), (b) (7)(C) 2019, discharged its employee (b) (6), (b) (7)(C).

(u) About October 18, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Fiesta Henderson facility, created an impression among its employees that their union activities were under surveillance by Respondent.

(v) About December 3, 2019, Respondent, by (b) (6), (b) (7)(C), at Respondent's Texas Station facility:

(1) by revealing specific information about employees' union activities that was not generally known without revealing the source, created an impression among its employees that their union activities were under surveillance by Respondent;

(2) interrogated its employees about their union activities and sympathies; and

(3) threatened its employees with unspecified reprisals for engaging in union activities.

(w) About February 16, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station facility:

(1) threatened its employees with discharge because they raised concerted complaints regarding Respondent's equipment and safety conditions;

(2) threatened its employees with unspecified reprisals because they raised concerted complaints regarding Respondent's equipment and safety conditions; and

(3) disparaged LJEB in the presence of its employees by telling them that an employee LJEB committee representative was a piece of shit.

(x) About February 18, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station facility, threatened its employees with discipline if they engaged in union or protected, concerted activities.

(y) Beginning about May 1, 2020 and continuing until a date unknown to the Acting General Counsel, but particularly within the knowledge of Respondent, by posting messages to its employees on its Web site <https://www.stationcasinosinfo.com/union-represented-team-members/> informing employees of their layoffs and terminations, while also implying LJEB, IUOE, Local 501, and Painters, District Council 16 should have notified employees of Respondent's decisions to lay them off and/or terminate their employment, when Respondent had failed to timely notify LJEB, IUOE, Local 501, and Painters, District Council 16 of those actions, disparaged LJEB, IUOE, Local 501, and Painters, District Council 16.

(z) Beginning about May 1, 2020, by posting messages to its employees on its Web site <https://www.myscfacts.com> that misleadingly informed employees LJEB had paid nothing to them during the COVID-19 pandemic, when Respondent had refused to bargain with LJEB as alleged in paragraphs 9(e) and 9(f), disparaged LJEB.

(aa) Since about late May 2020, Respondent, by the individuals named below, at Respondent's Santa Fe Station facility, during huddles with employees, threatened employees with discharge, including by telling its employees that Respondent would not tolerate employees complaining, if they engaged in union and protected concerted activities:

- (1) (b) (6), (b) (7)(C) ; and
- (2) (b) (6), (b) (7)(C) .

(bb) Since about late May 2020, Respondent, by the individuals named below, at Respondent's Santa Fe Station facility, during huddles with employees, threatened its employees that their return to work was contingent upon their not engaging in union and protected concerted activities:

- (1) (b) (6), (b) (7)(C); and
- (2) (b) (6), (b) (7)(C) .

(cc) About early June 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), at Respondent's Red Rock facility:

- (1) interrogated its employees about their intent to engage in union and protected concerted activities; and
- (2) by asking its employees if they wanted to be part of the team, if they wanted to work for Respondent Red Rock, and if they enjoyed their jobs, in

response to employees' union and protected concerted activities, threatened its employees with unspecified reprisals for engaging in union and protected concerted activities.

(dd) About June 12, 2020, Respondent by (b) (6), (b) (7)(C), at Respondent's Red Rock facility, by asking its employees if they were smart persons and saying that conversations were man-to-man conversations in response to their union and protected concerted activities:

(1) directed its employees not to engage in union and protected concerted activities; and

(2) threatened its employees with unspecified reprisals for engaging in union and protected concerted activities.

(ee) About June 13, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Red Rock facility:

(1) threatened its employees with discharge for engaging in union and protected concerted activities;

(2) by asking its employees if they knew what man-to-man conversations were and telling employees (b) (6), (b) (7)(C) could not talk to them in response to their union and protected concerted activities:

(i) directed its employees not to engage in union and protected concerted activities; and

(ii) threatened its employees with unspecified reprisals for engaging in union and protected concerted activities.

(ff) About June 18, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station facility:

(1) solicited the decertification of LJEB by instructing employees to sign a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(gg) About June 25, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station facility:

(1) promised its employees the following if they rejected LJEB as their collective-bargaining representative:

(i) vacations; and

(ii) job opportunities for employees' spouses;

(2) threatened its employees with loss of promised benefits if they did not reject LJEB as their collective-bargaining representative;

(3) solicited the decertification of LJEB by instructing its employees to talk to individuals who could provide them with a decertification petition; and

(4) provided more than ministerial assistance to its employees in circulating a decertification petition.

(hh) About July 6, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station facility:

(1) threatened its employees with unspecified reprisals if they did not reject LJEB as their collective-bargaining representative;

(2) promised its employees free insurance and other unspecified benefits if they rejected LJEB as their collective-bargaining representative;

(3) by telling its employees the following, informed its employees that continued representation by LJEB as their collective-bargaining representative would be futile:

(i) Respondent was going to provide employees with unspecified benefits that LJEB was not going to give them; and

(ii) LJEB could promise things but could not ever fulfill them, while Respondent would grant all their promises;

(4) solicited the decertification of LJEB by circulating a decertification petition; and

(5) provided more than ministerial assistance to its employees in circulating a decertification petition.

(ii) About July 8, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Red Rock facility, by saying that Respondent would not hire an employee to perform silverware polishing work or assign bussers to do so because of employees' union and protected concerted activities and Board activities, threatened its employees with unspecified reprisals for engaging in union and protected concerted activities and Board activities.

(jj) Between about mid-June 2020 and the beginning of August 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station's facility:

(1) solicited the decertification of LJEB by circulating a decertification petition;

(2) provided more than ministerial assistance to employees in circulating a decertification petition;

(kk) About July 18, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Palace Station facility:

(1) interrogated its employees about their union membership, activities and sympathies;

(2) promised its employees favors and that benefits would increase and terms and conditions of employment would improve if they rejected LJEB as their bargaining representative;

(3) solicited the decertification of LJEB by circulating a decertification petition; and

(4) provided more than ministerial assistance to its employees in circulating a decertification petition;

(ll) About August 2, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Palace Station facility, prohibited its employees from bringing their concerns about their terms and conditions of employment to Respondent Palace Station's Human Resources Department as a group.

(mm) About August 3, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Palace Station facility:

(1) prohibited its employees from bringing their concerns about their terms and conditions of employment to Respondent Palace Station's Human Resources Department as a group; and

(2) prohibited individual employees from bringing group concerns about terms and conditions of employment to Respondent Palace Station's Human Resources Department.

(nn) About August 4, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Palace Station facility, prohibited its employees from bringing their concerns about their terms and conditions of employment to Respondent Palace Station's Human Resources Department as a group.

(oo) About August 4, 2020, Respondent, by (b) (6), (b) (7)(C) (last name unknown to the Acting General Counsel but within the knowledge of Respondent), at Respondent's Boulder Station facility:

(1) interrogated its employees about their union membership, activities and sympathies and the union membership, activities and sympathies of other employees;

(2) by soliciting employee complaints and grievances, promised Respondent Red Rock's employees increased benefits and improved terms and conditions of employment to discourage them from supporting LJEB;

(3) solicited the decertification of LJEB by circulating a decertification petition; and

(4) provided more than ministerial assistance to its employees in circulating a decertification petition.

(pp) About August 4, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station facility:

(1) interrogated its employees about their union membership, activities and sympathies;

(2) by telling employees that LJEB had done nothing for them and that LJEB will never have a contract with Respondent Boulder Station, threatened

employees that it would be futile for them to continue with LJEB as their collective-bargaining representative;

(3) promised its employees increased benefits and improved terms and conditions of employment if they rejected LJEB as their collective-bargaining representative;

(4) solicited the decertification of LJEB by circulating a decertification petition; and

(5) provided more than ministerial assistance to its employees in circulating a decertification petition.

(qq) On a date in or around August 2020, Respondent, by security guards whose names are unknown to the Acting General Counsel, but whose names are within the knowledge of the Respondent, at Respondent's Boulder Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(rr) From about August 2020, through about mid-September 2020, more precise dates being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, by (b) (6), (b) (7)(C), at Respondent Palace Station's facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(ss) About September 3, 2020, Respondent, by (b) (6), (b) (7)(C) [REDACTED], at Respondent Palace Station's facility, threatened its employees with unspecified reprisals because they joined or assisted LJEB.

(tt) About September 5, 2020, Respondent, by (b) (6), (b) (7)(C) [REDACTED], at Respondent's Palace Station facility, promised its employees the following to discourage employees from supporting LJEB:

- (1) that employees would not have to pay for insurance;
- (2) that Respondent was going to set up a medical clinic for employees; and
- (3) that employees would see unspecified future benefits.

(uu) (1) At all material times, Respondent has maintained a rule at its facilities that states, in relevant part:

Solicitation or distribution of literature of any kind will not be permitted by any Team Member during the working time of the Team Member soliciting or the Team Member being solicited. Working time is that time when a Team Member is actively engaged in performing job duties. Working time does not include time when Team Members are on break, meal periods, or other periods during which a Team Member is not assigned to or expected to perform job duties.

Solicitation by one Team Member of another Team Member is prohibited at all times on the gaming floor and adjacent aisles and corridors frequented by Guests. These areas do not include the Team Member Dining Room, break areas, restrooms, sidewalks, and parking lots and garages.

(2) About September 11, 2020, Respondent, by the individuals named below, at Respondent's Palace Station facility, enforced the rule above in paragraph 6(uu)(1) by applying it against employees who formed, joined or assisted LJEB, while permitting antiunion and/or nonunion solicitations and distributions:

(i) (b) (6), (b) (7)(C) ; and

(ii) (b) (6), (b) (7)(C) .

(vv) About September 11, 2020, Respondent, by (b) (6), (b) (7)(C), at

Respondent's Palace Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition;

(2) provided more than ministerial assistance to its employees in circulating a decertification petition; and

(3) created an impression among its employees that their union activities were under surveillance by Respondent.

(ww) About September 11, 2020, Respondent, by (b) (6), (b) (7)(C), at

Respondent's Palace Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(xx) About September 16, 2020, Respondent, by (b) (6), (b) (7)(C), at

Respondent's Palace Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(yy) About September 16, 2020, Respondent, by (b) (6), (b) (7)(C) at Respondent's Palace Station facility, promised its employees that their wages would increase, and that Respondent would no longer punish employees for clock-in mistakes, if employees rejected LJEB as their collective-bargaining representative.

(zz) About September 16, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Palace Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(aaa) About September 17, 2020, Respondent, by (b) (6), (b) (7)(C), at Respondent's Palace Station facility:

(1) threatened its employees with discharge if they continued to support LJEB; and

(2) by soliciting specific employees to find out about other employees' support for LJEB, engaged in surveillance of its employees to discover their union activities.

(bbb) About September 17, 2020, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), at Respondent's Palace Station facility:

(1) promised its employees their wages would increase to discourage employees from supporting LJEB;

(2) solicited the decertification of LJEB by circulating a decertification petition; and

(3) provided more than ministerial assistance to its employees in circulating a decertification petition.

(ccc) About September 17, 2020, Respondent, by (b) (6), (b) (7)(C) (last name unknown), at Respondent's Palace Station facility:

(1) solicited the decertification of LJEB by circulating a decertification petition; and

(2) provided more than ministerial assistance to its employees in circulating a decertification petition.

(ddd) About September 2020, Respondent, at Respondent's Santa Fe Station facility, by (b) (6), (b) (7)(C), by telling its employees the following, threatened its employees that it would be futile for them to continue seeking LJEB as their collective-bargaining representative:

(1) they should not believe LJEB because LJEB was telling employees lies; and

(2) LJEB could not do everything it promised it would do for employees.

(eee) About late September 2020, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, by (b) (6), (b) (7) (last name unknown), at Respondent Red Rock's facility, threatened its employees that Respondent would not consider for hire applicants who had previously worked for Respondent and had a history of supporting the Union.

(fff) About late September 2020, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, by (b) (6), (b) (7)

(b) (6), (b) (7)(C), at Respondent's Boulder Station facility, interrogated its employees about their union sympathies.

(ggg) About (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) (last name unknown), at Respondent's Boulder Station facility, directed its employees not to record discussions about their discharges.

(hhh) About October 2020, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, at Respondent's Palace Station facility, granted its employees increased benefits and improved terms and conditions of employment, including employee of the month awards, because they circulated a decertification petition and opposed LJEB, and to discourage membership in, and support for, LJEB.

(iii) About November 10, 2020, Respondent, at Respondent's Palace Station facility, by (b) (6), (b) (7)(C), threatened its employees that Respondent would not hire employees Respondent believed had engaged in Union activities, supported a Union, or engaged in protected, concerted activities.

(jjj) About mid-December 2020, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, by (b) (6), (b) (7)(C), at Respondent's Boulder Station facility, threatened its employees that they could leave their jobs if they did not like the way Respondent was treating them.

(kkk) About January 20, 2021, Respondent, at Respondent's Palace Station facility, by (b) (6), (b) (7)(C), threatened its employees that Respondent would not hire employees who Respondent believed had engaged in Union activities, supported a Union or engaged in protected, concerted activities.

(III) About January 27, 2021, Respondent, at Respondent's Palace Station facility, by (b) (6), (b) (7), threatened its employees that Respondent would not hire employees because of their Union activities or support.

(mmm)(1) At all material times, (b) (6), (b) (7)(C) has been an agent of Respondent within the meaning of Section 2(13) of the Act.

(2) About (b) (6), (b) (7)(C) 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Palace Station facility:

- (i) named (b) (6), (b) (7)(C) employee of the month;
- (ii) gave (b) (6), (b) (7)(C) a \$300 grossed up cash award;
- (iii) gave (b) (6), (b) (7)(C) a \$400 comp at Respondent's Charcoal Room steakhouse; and
- (iv) gave (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

(3) About (b) (6), (b) (7)(C), a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Palace Station facility:

- (i) named (b) (6), (b) (7)(C);
- (ii) gave (b) (6), (b) (7)(C) a \$2,500 grossed up cash award;
- (iii) granted (b) (6), (b) (7)(C) five (5) days of paid time off;
- (iv) gave (b) (6), (b) (7)(C); and

(v) (b) (6), (b) (7)(C)

.

(4) Respondent engaged in the conduct described above in paragraph 6(mmm)(2) and 6(mmm)(3) because (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 6(rr), and to discourage its employees from supporting LJEB.

(nnn)(1) At all material times, (b) (6), (b) (7)(C) has been an agent of Respondent within the meaning of Section 2(13) of the Act.

(2) About (b) (6), (b) (7)(C) 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Palace Station facility:

- (i) named (b) (6), (b) (7)(C) employee of the month;
- (ii) gave (b) (6), (b) (7)(C) a \$300 grossed up cash award;
- (iii) gave (b) (6), (b) (7)(C) a \$400 comp to Respondent's

Charcoal Room steakhouse; and

- (iv) gave (b) (6), (b) (7)(C)

.

(3) Respondent engaged in the conduct described above in paragraph 6(nnn)(2) because (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 6(bbb), and to discourage its employees from supporting LJEB.

(ooo)(1) At all material times, (b) (6), (b) (7)(C) has been a supervisor of Respondent within the meaning of Section 2(11) of the Act.

(2) About (b) (6), (b) (7)(C) 2021, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Palace Station facility:

- (i) named (b) (6), (b) (7)(C) ;
- (ii) gave (b) (6), (b) (7)(C) a \$3,500 grossed up cash award;
- (iii) granted (b) (6), (b) (7)(C) five (5) days of paid time off;
- (iv) gave (b) (6), (b) (7)(C) ;

and

- (v) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(3) Respondent engaged in the conduct described above in paragraph 6(nnn)(1) because (b) (6), (b) (7)(C) engaged in the conduct described above in paragraphs 6(tt) and 6(yy), and to discourage its employees from supporting LJEB.

(ppp) Respondent engaged in the conduct described above in paragraph 6(t) because its employee (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 6(a), and to discourage employees from engaging in these or other concerted activities.

7. (a) Since about March 24, 2018, Respondent, at Respondent's Green Valley Ranch facility, has more strictly enforced its timekeeping policies against its employees.

(b) As a result of Respondent's more strict enforcement of its timekeeping policies at its Green Valley Ranch facility, Respondent issued the following disciplines to the employees named below on the dates set forth below, as well as issued disciplines to similarly situated employees on dates not currently known to the Acting General Counsel but within the knowledge of Respondent:

(1) about (b) (6), (b) (7)(C), 2018, a final written warning to its employee (b) (6), (b) (7)(C);

(2) about (b) (6), (b) (7)(C), 2018, a written warning to its employee (b) (6), (b) (7)(C); and

(3) about (b) (6), (b) (7)(C), 2018, a final written warning to its employee (b) (6), (b) (7)(C).

(c) About the dates set forth below, Respondent, at Respondent's Green Valley Ranch facility, took the actions set forth below against its employees based on the disciplines set forth above in paragraph 7(b) pursuant to Respondent's progressive discipline system:

(1) about (b) (6), (b) (7)(C), 2018, discharged its employee (b) (6), (b) (7)(C); and

(2) about (b) (6), (b) (7)(C), 2018, discharged its employee (b) (6), (b) (7)(C).

(d) About the dates set forth below, Respondent, at Respondent's Green Valley Ranch facility, took the actions set forth below against its employee (b) (6), (b) (7)(C):

(1) about (b) (6), (b) (7)(C), 2018, issued (b) (6), (b) (7)(C) a final written warning;

(2) about (b) (6), (b) (7)(C) 2018, suspended (b) (6), (b) (7)(C); and

(3) about (b) (6), (b) (7)(C), 2018, discharged (b) (6), (b) (7)(C).

(e) About the dates set forth below, Respondent, at Respondent's Texas Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C):

(1) about (b) (6), (b) (7)(C), 2019, suspended (b) (6), (b) (7)(C); and

(2) about (b) (6), (b) (7)(C), 2019, discharged (b) (6), (b) (7)(C).

(f) About the dates set forth below, Respondent, at Respondent's Green Valley Ranch facility, took the actions set forth below against its employee (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) :

(1) about (b) (6), (b) (7)(C), 2019, issued (b) (6), (b) (7) a verbal warning;

(2) about (b) (6), (b) (7)(C), 2019, issued (b) (6), (b) (7) a written warning;

(3) about (b) (6), (b) (7)(C), 2019, issued (b) (6), (b) (7) a final written warning;

(4) about (b) (6), (b) (7)(C), 2019, suspended (b) (6), (b) (7);

(5) about (b) (6), (b) (7)(C), 2019, discharged (b) (6), (b) (7).

(g) On a date in or around May 2019, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, at Respondent's Sunset Station facility, began giving its (b) (6), (b) (7)(C), including, but not limited to, (b) (6), (b) (7)(C), lower ratings on their room inspections.

(h) Since about May 31, 2019, Respondent, at Respondent's Sunset Station facility, has more strictly enforced its overtime standards for employees by requiring its employees in the Sunset Station Slot Technician Unit to obtain prior approval of their supervisors before working overtime.

(i) About June 15, 2019, Respondent, at Respondent's Fiesta Rancho facility, began removing tip jars from its buffet.

(j) About the dates set forth below, Respondent, at Respondent's Fiesta Henderson facility, took the actions set forth below against its employee Artima (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) :

(1) about (b) (6), (b) (7)(C), 2019, suspended (b) (6), (b) (7)(C); and

(2) about (b) (6), (b) (7)(C), 2019, discharged (b) (6), (b) (7)(C).

(k) About August 14, 2019, Respondent, at Respondent's Fiesta

Henderson facility:

(1) by standing in front of its employee (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) and recording its employee (b) (6), (b) (7)(C) on a cellular phone, more closely supervised (b) (6), (b) (7)(C); and

(2) imposed more onerous and rigorous terms and conditions of employment on its employee (b) (6), (b) (7)(C) by assigning (b) (6), (b) (7)(C) to extra work tasks.

(l) About the dates set forth below, Respondent, at Respondent's Fiesta Henderson facility, took the actions set forth below against its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C):

(1) about (b) (6), (b) (7)(C), 2019, issued (b) (6), (b) (7)(C) a final warning;

(2) about (b) (6), (b) (7)(C), 2019, suspended (b) (6), (b) (7)(C); and

(3) about (b) (6), (b) (7)(C), 2019, discharged (b) (6), (b) (7)(C).

(m) On a date in or around October 2019, a more precise date being unknown to the Acting General Counsel but within the knowledge of Respondent, Respondent, at Respondent's Fiesta Rancho facility, implemented a policy requiring employees in its buffet to hide tips they received and providing for discipline for failure to do so.

(n) About (b) (6), (b) (7)(C), 2019, Respondent, at Respondent's Fiesta Rancho facility, issued a coaching to its employee (b) (6), (b) (7)(C) pursuant to the policy described above in paragraph 6(m).

(o) About (b) (6), (b) (7)(C) 2019, Respondent, at Respondent's Palms facility, issued a final warning to its employee (b) (6), (b) (7)(C) .

(p) About (b) (6), (b) (7)(C), 2019, Respondent, at Respondent's Texas Station facility, issued a verbal warning to its employee (b) (6), (b) (7)(C) .

(q) About the dates set forth below, Respondent, at Respondent's Boulder Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) :

- (1) about (b) (6), (b) (7)(C), 2020, cut (b) (6), (b) (7)(C) hours;
- (2) about (b) (6), (b) (7)(C), 2020, subjected (b) (6), (b) (7)(C) to closer supervision.

(r) About the dates set forth below, Respondent, at Respondent's Boulder Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) :

- (1) about (b) (6), (b) (7)(C), 2020, issued a verbal warning to (b) (6), (b) (7)(C); and
- (2) about (b) (6), (b) (7)(C), 2020, issued a verbal warning to (b) (6), (b) (7)(C) .

(s) Since about March 13, 2020, Respondent, at all Respondent's facilities, including by the actions described below in paragraphs 7(t) through 7(w), 7(z) through 7(cc), and 7(ee) through 7(ff), engaged in a scheme to use the Coronavirus Disease 2019 (COVID-19) pandemic to selectively take the discriminatory actions described below:

- (1) layoff employees;
- (2) terminate employees;

- (3) recall employees;
- (4) reinstate employees;
- (5) rehire employees;
- (6) transfer employees; and/or
- (7) otherwise manipulate Respondent's employee complement

across its facilities.

(t) About May 1, 2020, Respondent, at Respondent's Red Rock, Green Valley Ranch, Santa Fe Station, Boulder Station, Palace Station and Sunset Station facilities (collectively, the Phase One facilities):

- (1) laid off full-time employees;
- (2) discharged or otherwise ended the employment of part-time and on-call employees;
- (3) continued the wages of laid off and/or discharged employees until May 16, 2020, an amount of time determined solely by Respondent; and
- (4) continued dental and vision benefits for laid off and/or discharged employees until September 30, 2020, an amount of time determined solely by Respondent.

(u) About May 1, 2020, Respondent, at Respondent's Texas Station, Palms, Fiesta Henderson and Fiesta Rancho facilities (collectively, the Phase Two facilities):

- (1) temporarily closed the facilities;
- (2) discharged or otherwise ended the employment of its employees;

(3) continued the wages of laid off and/or discharged employees until May 16, 2020, an amount of time determined solely by Respondent; and

(4) continued the benefits of laid off and/or discharged employees until September 30, 2020, an amount of time determined solely by Respondent.

(v) About mid-May 2020, Respondent, at all Respondent's facilities, implemented new health and safety protocols including, but not limited to, mandatory COVID-19 testing for employees, in a manner determined solely by Respondent.

(w) About May 27, 2020, Respondent, at all Respondent's facilities:

(1) continued the wages of employees until June 3, 2020, an amount of time determined solely by Respondent; and

(2) continued the benefits of employees until June 3, 2020, an amount of time determined solely by Respondent.

(x) About (b) (6), (b) (7)(C), 2020, Respondent, at Respondent's Red Rock facility, in T-Bones Chophouse, denied its employee (b) (6), (b) (7)(C) a table swap opportunity.

(y) About June 4, 2019, Respondent, at Respondent's Red Rock facility, terminated table assignment agreements.

(z) About June 4, 2020, Respondent:

(1) reopened its Phase One facilities; and

(2) temporarily closed its Phase Two facilities for an indeterminate period of time.

(aa) About (b) (6), (b) (7)(C), 2020, Respondent, at Respondent's Green Valley Ranch facility, selectively assigned and/or transferred employees employed at other of Respondent's facilities, including (b) (6), (b) (7)(C), to staff events at its Green Valley Ranch facility, while not recalling, reinstating or rehiring Respondent Green Valley Ranch employees, including the employees named below and similarly situated employees:

- (1) (b) (6), (b) (7)(C)
- (2) (b) (6), (b) (7)(C)
- (3) (b) (6), (b) (7)(C)
- (4) (b) (6), (b) (7)(C)

(bb) About (b) (6), (b) (7)(C), 2020, Respondent, at Respondent's Palms facility:

- (1) eliminated Palms Food and Beverage and Hotel Operations Employee Unit positions at the Laguna Pool House and Kitchen at Palms Place; and
- (2) discharged its employees including, but not limited to, the following employees, as well as similarly situated employees whose names are not currently known to the Acting General Counsel:

- (i) (b) (6), (b) (7)(C)
- (ii) (b) (6), (b) (7)(C)
- (iii) (b) (6), (b) (7)(C)
- (iv) (b) (6), (b) (7)(C)
- (v) (b) (6), (b) (7)(C)
- (vi) (b) (6), (b) (7)(C)
- (vii) (b) (6), (b) (7)(C)
- (viii) (b) (6), (b) (7)(C)
- (ix) (b) (6), (b) (7)(C)
- (x) (b) (6), (b) (7)(C)
- (xi) (b) (6), (b) (7)(C)
- (xii) (b) (6), (b) (7)(C)
- (xiii) (b) (6), (b) (7)(C)
- (xiv) (b) (6), (b) (7)(C)
- (xv) (b) (6), (b) (7)(C)
- (xvi) (b) (6), (b) (7)(C)
- (xvii) (b) (6), (b) (7)(C)
- (xviii) (b) (6), (b) (7)(C)

(xix) (b) (6), (b) (7)(C)
(xx)
(xxi)
(xxii)
(xxiii)

(cc) About August 1, 2020, Respondent, at all Respondent's facilities, selectively ended its laid off employees' recall, reinstatement and/or rehire rights or status by changing their employment status to terminated.

(dd) About the following dates, Respondent, at Respondent's Red Rock facility, at T-Bones Chophouse, failed or refused to consider its employee (b) (6), (b) (7)(C) for more lucrative work assignments, instead giving them to other employees:

- (1) about (b) (6), (b) (7)(C), 2020; and
- (2) about (b) (6), (b) (7)(C), 2020.

(ee) About the dates set forth below, Respondent, at Respondent's Palace Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) :

- (1) about (b) (6), (b) (7)(C), 2020, issued a coaching to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) ;
 - (2) about (b) (6), (b) (7)(C), 2020, subjected (b) (6), (b) (7)(C) to closer supervision and more onerous terms and conditions of employment;
 - (3) about (b) (6), (b) (7)(C), 2020, suspended (b) (6), (b) (7)(C) ;
- and
- (4) about (b) (6), (b) (7)(C), 2020, discharged (b) (6), (b) (7)(C) .

(ff) (1) Since about September 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent was hiring, or had concrete plans to hire, employees, the total number of employees being unknown to the Acting General Counsel but within knowledge of Respondent.

(2) Since about the dates set forth opposite their names, Respondent refused to consider for hire or hire the following applicant(s) for employment;

<u>Name of Applicant(s)</u>	<u>Date(s)</u>
<u>(b) (6), (b) (7)(C)</u>	September 11, 2020 October 13, 2020
<u>(b) (6), (b) (7)(C)</u>	October 28, 2020
<u>(b) (6), (b) (7)</u>	September 29, 2020 November 4, 2020 January 28, 2021 February 2, 2021

(3) Since about September 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent refused to consider for hire or hire additional applicants who were former employees of Respondent, the identities and total number of applicants being unknown to the Acting General Counsel but within knowledge of Respondent.

(gg) About the dates set forth below, Respondent, at Respondent's Boulder Station facility, took the actions set forth below against its employee (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) :

(1) about (b) (6), (b) (7)(C), 2020, subjected (b) (6), (b) (7)(C) to more onerous working conditions by requiring (b) (6), (b) (7)(C) to complete a workplace injury reports even though (b) (6), (b) (7)(C) had not sustained a workplace injury, and subjecting (b) (6), (b) (7)(C) to drug and alcohol testing;

- (2) about (b) (6), (b) (7)(C), 2020, suspended (b) (6), (b) (7)(C); and
- (3) about (b) (6), (b) (7)(C), 2020, discharged (b) (6), (b) (7)(C).

(hh) Since about mid-October 2020, a more precise date being unknown to the Acting General Counsel but within knowledge of Respondent, Respondent, at Respondent's Boulder Station facility, has refused to provide documentation required for (b) (6), (b) (7)(C) to receive welfare benefits.

(ii) About (b) (6), (b) (7)(C), 2020, Respondent, at Respondent's Santa Fe Station facility took the actions set forth below:

- (1) suspended its employee (b) (6), (b) (7)(C); and
- (2) discharged its employee (b) (6), (b) (7)(C).

(jj) Since about December 14, 2020, and continuing until present, Respondent, at Respondent's Boulder Station facility, failed and refused to assign its employee (b) (6), (b) (7)(C), to a shift (b) (6), (b) (7)(C) was awarded based on (b) (6), (b) (7)(C) seniority.

(kk) Respondent engaged in the conduct described above in paragraphs 6(t), 6(uu), and 7 because its employees including, but not limited to, the employees named in those paragraphs, joined and assisted LJEB, IUOE, Local 501 and/or Painters, District Council 16, and engaged in concerted activities, and to discourage employees from engaging in these activities.

(ll) Respondent engaged in the conduct described above in paragraphs 6(hhh), 6(mmm)(2), 6(mmm)(3), and 6(nnn)(2) because its employees including, but not limited to, the employees named in those paragraphs, solicited decertification of LJEB, opposed LJEB and engaged in anti-union activities, and to encourage its employees to engage in these activities and discourage its employees from supporting LJEB.

8. Respondent engaged in the conduct described above in paragraph 6(t) because (b) (6), (b) (7)(C) filed the charges in Cases 28-CA-237003 and 28-CA-239352, cooperated in the Board investigations in Cases 28-CA-222938 and 28-CA-249209, and was named in the charge in Case 28-CA-249203.

9. (a) By the conduct described above in paragraphs 6(y) and 6(z), Respondent has undermined LJEB as the collective-bargaining representative of employees in the Food and Beverage and Hotel Operations Employee Units at its Boulder Station, Palace Station, Green Valley Ranch, Sunset Station, Fiesta Rancho, Fiesta Henderson, Palms, Red Rock and Texas Station facilities.

(b) By the conduct described above in paragraphs 6(y) and 6(z), Respondent has undermined IUOE, Local 501 and Painters, District Council 16 as the collective-bargaining representative of employees in the Palms Slot Technician and Palms Engineers, Carpenters and Painters Units.

(c) About September 15, 2019, Respondent, at Respondent's Fiesta Henderson facility changed its practice of providing its employees with an employee discount for Starbucks purchases.

(d) About October 20, 2019, Respondent, at Respondent's Fiesta Henderson facility, changed the procedure employees must follow to dispose of broken glass by requiring its employees to dispose of broken glass in containers inside the supply rooms in the bathrooms.

(e) About March 13, 2020, LJEB requested that Respondent bargain collectively about the impact of COVID-19 on the terms and conditions of employment for employees represented by LJEB at Respondent's facilities.

(f) Since about March 13, 2020, Respondent has failed and refused to bargain collectively about the subjects set forth above in paragraph 9(e).

(g) About March 27, 2020, Respondent, at all Respondent's facilities, suspended matching contributions on deferrals to the Station Casinos LLC & Affiliates 401(k) Retirement Plan.

(h) About May 1, 2020, IUOE Local 501 and Painters District Council 16 requested that Respondent bargain collectively about the impact of COVID-19 on the terms and conditions of employment for employees in the Palms Slot Technician Unit and the Palms Engineer, Painter, and Carpenter Unit.

(i) Since about May 1, 2020, Respondent has failed and refused to bargain collectively about the subjects set forth above in paragraph 9(h).

(j) About August 5, 2020, Respondent, at Respondent's Boulder Station facility, withdrew its recognition of LJEB as the exclusive collective-bargaining representative of the Boulder Station Food and Beverage and Hotel Operations Employee Unit.

(k) Since about August 6, 2020, Respondent, at Respondent's Red Rock facility, has failed and refused to recognize and bargain with LJEB as the exclusive collective-bargaining representative of the Red Rock Food and Beverage and Hotel Operations Employee Unit.

(l) About September 21, 2020, Respondent, at Respondent's Palace Station facility withdrew its recognition of LJEB as the exclusive collective-bargaining representative of the Palace Station Food and Beverage and Hotel Operations Employee Unit.

(m) (1) About November 7, 2019, IUOE, Local 501 requested in writing that Respondent furnish IUOE, Local 501 with the following information for the Sunset Station Slot Technician Unit:

(i) An updated list of all employees, dates of hire, rates of pay, addresses including home address, email address and telephone number, and company email address;

(ii) A copy of any discipline imposed upon any employee in the bargaining unit since the date of the NLRB election to the present;

(iii) A copy of all company rules, policies or procedures that concern, mention, relate to or apply to the employees in the bargaining unit from the date of the NLRB election to the present;

(iv) A copy of all company policies with respect to the work performed by the Slot Technicians from the date of the NLRB election to the present; and

(v) All work orders that involve slot machines being painted or touched up.

(2) The information requested by IUOE, Local 501, as described above in paragraph 7(m)(1), is necessary for, and relevant to, IUOE, Local 501's performance of its duties as the exclusive collective-bargaining representative of the Sunset Station Slot Technician Unit.

(3) Since about November 7, 2019, Respondent, by its Counsel, in writing, has failed and refused to furnish IUOE, Local 501 with the information it requested as described above in paragraph 7(m)(1).

(n) (1) About November 7, 2019, IUOE, Local 501 requested to view the worksite at Respondent's Sunset Station facility.

(2) Viewing the worksite at Respondent's Sunset Station facility, as requested, as described above in paragraph 7(n)(1), is necessary for, and relevant to, IUOE, Local 501's performance of its duties as the exclusive collective-bargaining representative of the Sunset Station Slot Technician Unit.

(3) Since about November 7, 2019, Respondent, by its counsel, in writing, has failed and refused to permit IUOE, Local 501 to view the worksite at Respondent's Sunset Station facility, as requested, as described above in paragraph 7(n)(1).

(o) About December 14, 2020, Respondent, at Respondent's Boulder Station facility, ceased honoring seniority in scheduling shifts for employees in the Boulder Station Food and Beverage and Hotel Operations Employee Unit.

(p) Since about January 26, 2021, Respondent, at Respondent's Texas Station facility, has failed and refused to recognize and bargain with LJEB as the exclusive collective-bargaining representative of the Texas Station Food and Beverage and Hotel Operations Employee Unit.

(q) Since about January 26, 2021, Respondent, at Respondent's Santa Fe Station facility, has failed and refused to recognize and bargain with LJEB as the exclusive collective-bargaining representative of the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit.

(r) The subjects set forth above in paragraphs 7(a), 7(i), 7(m), 7(s) through 7(w), 7(z) through 7(cc), 7(jj), 9(a), 9(c) through 9(g), 9(j) through 9(l), and 9(o) through 9(q) relate to the wages, hours, and other terms and conditions of employment of the employees

in the Boulder Station, Palace Station, Sunset Station, Green Valley Ranch, Palms, Sunset Station, Fiesta Henderson, Red Rock and Texas Station Food and Beverage and Hotel Operations Employee Units where LJEB is the exclusive-collective-bargaining representative of certain of Respondent's employees, and are mandatory subjects for the purposes of collective bargaining.

(s) Respondent engaged in the conduct described above in paragraphs 7(a), 7(i), 7(m), 7(s) through 7(w), 7(z) through 7(cc), 7(jj), 9(a), 9(c) through 9(g), 9(j) through 9(l) and 9(o) through 9(q), without prior notice to LJEB and without affording LJEB an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct.

(t) The subjects set forth above in paragraphs 7(s) through 7(w), 7(z) through 7(cc), 9(b), 9(h), and 9(i) relate to the wages, hours, and other terms and conditions of employment of the employees in the Palms Slot Technician Unit and Palms Engineers, Painters and Carpenters Unit, and are mandatory subjects for the purposes of collective bargaining.

(u) Respondent engaged in the conduct described above in paragraphs 7(s) through 7(w), 7(z) through 7(cc), 9(b), 9(h), and 9(i) without prior notice to IUOE, Local 501 and Painters, District Council 16, and without affording IUOE, Local 501 and Painters, District Council 16, an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct.

10. By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11. By the conduct described above in paragraphs 6(t), 6(uu), 6(hhh), 6(mmm)(2), 6(mmm)(3), 6(nnn)(2), and 7, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Sections 8(a)(1) and (3) of the Act.

12. By the conduct described above in paragraph 8, Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act.

13. By the conduct described above in paragraphs 7(a), 7(i), 7(m), 7(s) through 7(w), 7(z) through 7(cc), 7(jj), 9(a), 9(c) through 9(g), 9(j) through 9(l), and 9(o) through 9(q), and 9(s), Respondent has been failing and refusing to bargain collectively and in good faith with LJEB as the exclusive collective-bargaining representative of its employees in violation of Sections 8(a)(1) and (5) of the Act.

14. By the conduct described above in 7(s) through 7(w), 7(z) through 7(cc), 9(b), 9(h), 9(i), 9(m), 9(n), and 9(u), Respondent has been failing and refusing to bargain collectively and in good faith with IUOE, Local 501 and Painters, District Council 16, as the exclusive bargaining representative of its employees in violation of Sections 8(a)(1) and (5) of the Act.

15. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDIES

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel seeks an Order requiring Respondent to post, for a period of 3 years, at all facilities and in all places where notices to its employees are

normally posted, Notices to employees in English, Spanish, Amharic, Mandarin, Vietnamese and any other languages necessary to ensure effective communications to Respondent's employees as determined by the Regional Director, said translations to be provided by Respondent at Respondent's expense and approved by the Regional Director. To the extent Respondent's facilities involved in these proceedings are closed due to the Coronavirus Disease 2019 (COVID-19) pandemic, the Notices to employees must be posted at that Respondent facility within fourteen (14) days after that Respondent facility reopens and a substantial complement of employees have returned to work, and the Notice may not be posted at that Respondent facility until a substantial complement of employees have returned to work.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring Respondent to post, for a period of 3 years, at all facilities and in all places where notices to its employees are normally posted, a Notice and Explanation of Rights in English, Spanish, Amharic, Mandarin, Vietnamese and any other languages necessary to ensure effective communications to Respondent's employees as determined by the Regional Director, said translations to be provided by Respondent at Respondent's expense and approved by the Regional Director. To the extent Respondent's facilities involved in these proceedings are closed due to the COVID-19 pandemic, the Notice and Explanation of Rights must be posted at that Respondent facility within fourteen (14) days after that Respondent facility reopens and a substantial complement of employees have returned to work, and the Notice and Explanation of Rights may not be posted at that Respondent facility until a substantial complement of employees have returned to work.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that, Respondent provide

and mail copies of both the Notice and Notice and Explanation of Rights to the last known addresses of all current employees, supervisors, and managers, and all former employees employed by the Respondent at any time since September 24, 2018.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent, for a period of 3 years: (1) upon hire or rehire, give copies of both the Notice and the Notice and Explanation of Rights to all employees, supervisors and managers; (2) post links to copies of both documents on the homepage of its Web sites www.myscfacts.com and www.stationcasinosinfo.com, and by any other electronic means by which Respondent customarily communicates with its employees; and (3) mail copies of both documents to the homes of all newly hired or rehired employees, supervisors, managers and agents.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring Respondent to publish the Notice and the Notice and Explanation of Rights in English in two local publications of broad circulation and local appeal, chosen by the Regional Director for Region 28 of the National Labor Relations Board, with publication to occur twice per week for a period of 8 weeks.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that, at a meeting or meetings scheduled to ensure the widest possible attendance at each of Respondent's facilities, Respondent's representatives (b) (6), (b) (7)(C) read the Notice and the Notice and Explanation of Rights to Respondent's employees, supervisors, managers and agents including, but not limited to, those individuals identified above in paragraph 4, in English and Spanish, with translations being made available for any individual(s) whose language of fluency is other than English including, but

not limited to, Spanish, Amharic, Mandarin, and Vietnamese, during work time in the presence of a Board agent and representatives of LJEB, IUOE, Local 501 and Painters District Council 16.

Alternatively, the Acting General Counsel seeks an order requiring that, at a meeting or meetings scheduled to ensure the widest possible attendance, at each of Respondent's facilities, Respondent promptly have a Board agent read the Notice and Notice and Explanation of Rights to employees in English and Spanish, with translations being made available for any individual(s) whose language of fluency is other than English including, but not limited to, Spanish, Amharic, Mandarin and Vietnamese, during work time and in the presence of Respondent's supervisors, managers and agents including, but not limited to, (b) (6), (b) (7)(C) and those individuals identified above in paragraph 4, and representatives of LJEB, IUOE, Local 501 and Painters District Council 16, and that the notice be translated into Spanish, Amharic, Mandarin and Vietnamese. To the extent Respondent's facilities involved in these proceedings are closed due to the COVID-19 pandemic, the readings of the Notice and the Notice and Explanation of Rights described above must be scheduled within fourteen (14) days after that Respondent facility reopens and a substantial complement of employees have returned to work.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent supply LJEB, upon request, an alphabetized list of the full names and addresses of all employees currently employed by Respondent at Respondent's Red Rock facility in the Red Rock Food and Beverage and Hotel Operations Employee Unit, Respondent's Texas Station facility in the Texas Station Food and Beverage and Hotel Operations Employee Unit, and Respondent's Santa Fe Station facility in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit,

including their shifts, job classifications, work locations, and other contact information including available personal email addresses and available personal home and cellular telephone numbers.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent, at its Red Rock, Texas Station, and Santa Fe Station facilities, upon request, grant LJEB and its representatives reasonable access to post materials on Respondent's bulletin boards and in all places where notices to employees are customarily posted at those facilities.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent, at its Red Rock, Texas Station and Santa Fe Station facilities, upon request, grant LJEB reasonable access to those facilities, in nonwork areas during employees' nonwork time.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent, at its Red Rock, Texas Station and Santa Fe Station facilities, upon request, give LJEB notice of, and equal time and facilities for LJEB to respond to, any address made by Respondent to employees employed by Respondent at Respondent's Red Rock facility in the Red Rock Food and Beverage and Hotel Operations Employee Unit, Respondent's Texas Station facility in the Texas Station Food and Beverage and Hotel Operations Employee Unit, and Respondent's Santa Fe Station Facility in the Santa Fe Station Food and Beverage and Hotel Operations Employee Unit, concerning LJEB, unions, or collective bargaining.

As part of the remedy for the unfair labor practices alleged above in paragraph 5 through 9, the Acting General Counsel also seeks an Order requiring that Respondent afford LJEB the right to deliver a 30-minute speech to all employees in the Red Rock, Texas Station

and Santa Fe Station Food and Beverage and Hotel Operations Employee Units at a meeting or meetings scheduled to ensure the widest possible attendance on working time at each of Respondent's Red Rock, Texas Station and Santa Fe Station facilities.

The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before April 26, 2021, or postmarked on or before April 25, 2021**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file

containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 9:00 a.m. on a date to be determined, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 12th day of April 2021.

/s/ *Cornele A. Overstreet*
Cornele A. Overstreet, Regional Director

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA**

and

**Cases 28-CA-244484
28-CA-250950**

(b) (6), (b) (7)(C) , an Individual

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

**Cases 28-CA-250229
28-CA-250282
28-CA-250873
28-CA-252591
28-CA-253276
28-CA-254470
28-CA-254510
28-CA-254514
28-CA-260640
28-CA-260641
28-CA-262187
28-CA-262803
28-CA-264605**

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO**

and

Case 28-CA-254155

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO**

and

Case 28-CA-254162

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

**ORDER FURTHER CONSOLIDATING CASES,
FOURTH CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Cases 28-CA-250229, 28-CA-250282, 28-CA-250873, 28-CA-252591, 28-CA-253276, 28-CA-254470, 28-CA-254510, 28-CA-254514, 28-CA-260640, and 28-CA-260641, which are based on charges filed by Local Joint Executive Board of Las Vegas, a/w UNITE HERE International Union (the Union) against NP Red Rock LLC d/b/a Red Rock Casino, Resort & Spa (Respondent Red Rock), Case 28-CA-254155, which is based on a charge filed by the Union against NP Boulder LLC d/b/a Boulder Station Hotel & Casino (Respondent Boulder), Case 28-CA-254162, which is based on a charge filed by the Union against NP Palace LLC d/b/a Palace Station Hotel & Casino (Respondent Palace), and Cases 28-CA-244484 and 28-CA-250950, which are based on charges filed by (b) (6), (b) (7)(C), an Individual (b) (6), (b) (7)(C), against Respondent Red Rock, in which an Order Consolidating Cases, Third Consolidated Complaint and Notice of Hearing issued on August 31, 2020, are consolidated with Case 28-CA-262803, which is based on a charge filed by the Union against Respondent Red Rock.

This Order Further Consolidating Cases, Fourth Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges that Respondent Red Rock, Respondent Boulder, and Respondent Palace (collectively, Respondents) have violated the Act as described below.¹

¹ On November 14, 2019, November 26, 2019, January 15, 2020, January 17, 2020, January 27, 2020, March 9, 2020, June 19, 2020, July 24, 2020 and August 5, 2020, the Region requested that Respondent Red Rock cooperate in the administrative investigation of the unfair labor practice charges conducted prior to issuance of the instant complaint. On January 27, 2020, the Region requested that Respondent Boulder and Respondent Palace cooperate in the administrative investigation of the unfair labor practice charges conducted prior to the issuance of the instant complaint. Respondents failed to fully cooperate in the investigation by refusing to furnish certain documents relevant to the disposition of the charges.

1. The charges in the above cases were filed by the respective Charging Parties, as set forth in the following table, and served upon the respective Respondents on the dates indicated by U.S. mail:

¶	Case No.	Amendment	Charging Party	Respondent	Date Filed	Date Served
(a)	28-CA-244484	Original	(b) (6), (b) (7)(C)	Red Rock	7/8/19	7/8/19
(b)	28-CA-250229	Original	Union	Red Rock	10/18/19	10/21/19
(c)	28-CA-250229	Amended	Union	Red Rock	1/6/20	1/9/20
(d)	28-CA-250282	Original	Union	Red Rock	10/18/19	10/21/19
(e)	28-CA-250873	Original	Union	Red Rock	10/28/19	10/31/19
(f)	28-CA-250873	Amended	Union	Red Rock	3/18/20	3/18/20
(g)	28-CA-250950	Original	(b) (6), (b) (7)(C)	Red Rock	10/31/19	10/31/19
(h)	28-CA-252591	Original	Union	Red Rock	11/26/19	11/29/19
(i)	28-CA-253276	Original	Union	Red Rock	12/11/19	12/13/19
(j)	28-CA-253276	Amended	Union	Red Rock	4/29/20	4/30/20
(k)	28-CA-254155	Original	Union	Boulder	1/3/20	1/6/20
(l)	28-CA-254155	Amended	Union	Boulder	4/29/20	4/30/20
(m)	28-CA-254162	Original	Union	Palace	1/3/20	1/6/20
(n)	28-CA-254162	Amended	Union	Palace	4/29/20	4/30/20
(o)	28-CA-254470	Original	Union	Red Rock	1/10/20	1/10/20
(p)	28-CA-254510	Original	Union	Red Rock	1/10/20	1/10/20
(q)	28-CA-254514	Original	Union	Red Rock	1/10/20	1/13/20
(r)	28-CA-260640	Original	Union	Red Rock	5/18/20	5/20/20
(s)	28-CA-260641	Original	Union	Red Rock	5/18/20	5/20/20

¶	Case No.	Amendment	Charging Party	Respondent	Date Filed	Date Served
(t)	28-CA-262187	Original	Union	Red Rock	6/19/20	6/25/20
(u)	28-CA-262187	Amended	Union	Red Rock	7/10/20	7/13/20
(v)	28-CA-262187	2 nd Amended	Union	Red Rock	8/26/20	8/26/20
(w)	28-CA-262803	Original	Union	Red Rock	7/6/20	7/9/20
(x)	28-CA-262803	Amended	Union	Red Rock	7/13/20	7/14/20
(y)	28-CA-262803	2 nd Amended	Union	Red Rock	8/3/20	8/5/20
(z)	28-CA-264605	Original	Union	Red Rock	8/11/20	8/14/20

2. (a) At all material times, Respondent Red Rock has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent Red Rock's facility), and has been engaged in operating a hotel and casino providing food, lodgings, and entertainment.

(b) During the 12-month period ending October 18, 2019, Respondent Red Rock, in conducting its operations described above in paragraph 2(a), purchased and received at Respondent Red Rock's facility goods valued in excess of \$5,000 directly from points outside the State of Nevada.

(c) In conducting its operations during the 12-month period ending October 18, 2019, Respondent Red Rock derived gross revenues in excess of \$500,000.

(d) At all material times, Respondent Red Rock has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(e) At all material times, Respondent Boulder has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent

Boulder's facility), and has been engaged in operating a hotel and casino providing food, lodgings, and entertainment.

(f) During the 12-month period ending January 3, 2020, Respondent Boulder, in conducting its operations described above in paragraph 2(e), purchased and received at Respondent Boulder's facility goods valued in excess of \$5,000 directly from points outside the State of Nevada.

(g) In conducting its operations during the 12-month period ending January 3, 2020, Respondent Boulder derived gross revenues in excess of \$500,000.

(h) At all material times, Respondent Boulder has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

(i) At all material times, Respondent Palace has been a limited liability company with an office and place of business in Las Vegas, Nevada (Respondent Palace's facility), and has been engaged in operating a hotel and casino providing food, lodgings, and entertainment.

(j) During the 12-month period ending January 3, 2020, Respondent Palace, in conducting its operations described above in paragraph 2(i), purchased and received at Respondent Palace's facility goods valued in excess of \$5,000 directly from points outside the State of Nevada.

(k) In conducting its operations during the 12-month period ending January 3, 2020, Respondent Palace derived gross revenues in excess of \$500,000.

(l) At all material times, Respondent Palace has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

(b) (6), (b) (7)(C)

(b) At all material times, (b) (6), (b) (7)(C) held the position of (b) (6), (b) (7)(C) and has been an agent of Respondent Red Rock within the (13) of the Act.

5. (a) About January 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) threatened its employees with loss of benefits because they supported the Union and engaged in concerted activities;

(2) directed employees they could not bring concerns about their supervisors or their schedules to Human Resources; and

(3) threatened its employees with unspecified reprisals if they violated the directive set forth above in paragraph 5(a)(2).

(b) About September 19, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, by telling Respondent Red Rock's employees that Respondent Boulder and Respondent Palace had been negotiating for three and a half years and employees of Respondent Boulder and Respondent Palace had no contract, have not gotten what they were promised and have nothing, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative.

(c) About September 19, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, promised employees better benefits, compensation and improved terms and conditions of employment if the employees rejected the Union as their collective-bargaining representative.

(d) About September 20, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, by telling Respondent Red Rock's employees that Respondent Boulder and Respondent Palace had been negotiating for three and a half years and employees of Respondent Boulder and Respondent Palace had no contract, have not gotten what they were

promised and have nothing, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative.

(e) About September 20, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, promised employees better benefits, compensation and improved terms and conditions of employment if the employees rejected the Union as their collective-bargaining representative.

(f) About the end of September 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, by (b) (6), (b) (7)(C), at the Respondent Red Rock's facility:

(1) interrogated Respondent Red Rock's employees about their union membership, activities, and sympathies and the union membership, activities, and sympathies of other employees;

(2) by soliciting employee complaints and grievances, promised Respondent Red Rock's employees increased benefits and improved terms and conditions of employment to discourage them from supporting the Union; and

(3) threatened Respondent Red Rock's employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(g) About November 25, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(h) From at least about mid-November 2019 until about mid-December 2019, more precise dates not being known to the General Counsel, Respondents used images of their respective employees as part of their messaging during a union organizing

campaign, by placing images of their respective employees on the Web site www.myscfacts.com without the employees' consent and without a disclaimer stating that the Web site does not reflect the views of the employees appearing therein.

(i) About early December 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, threatened its employees they would receive lower wages if they selected the Union as their collective-bargaining representative.

(j) About December 10, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage employees from supporting the Union:

- (1) leadership classes for supervisors, managers and employees;
- (2) elimination of the time clock audit and discipline program called TCCA;
- (3) employee recognition programs;
- (4) revised hiring practices;
- (5) tiers for health benefits payments based on salary;
- (6) no more HMO deductibles;
- (7) free employee healthcare;
- (8) free healthcare for employees' spouses;
- (9) free healthcare for employees' children;
- (10) free healthcare for employees' families;

(11) an employee medical center constructed at Respondent Red Rock's facility for employees and their families;

(12) free medical provider visits with no out of pocket costs;

(13) free generic drugs;

(14) an on-site physician at Respondent Red Rock's facility;

(15) free medical lab work;

(16) fast, 24 to 48 hour medical appointments;

(17) paid retirement plans;

(18) a 401(k) account funded for employees after one year of employment starting January 1, 2020;

(19) \$0.50 per-hour contributions by Respondent Red Rock to employees' 401(k) accounts for employees who had between 1 and 24 years of employment with Respondent Red Rock;

(20) \$1.00 per-hour contributions by Respondent Red Rock to employees' 401(k) accounts for employees who had 25 years of employment with Respondent Red Rock or greater; and

(21) new training programs.

(k) About mid-December 2019, a more precise date not being known to the General Counsel, Respondent, by mailing its 2020 Focus on the Family pamphlet to employees, promised and/or granted employees increased benefits and improved terms and conditions of employment to discourage employees from supporting the Union:

(l) About December 13, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) threatened employees they would receive lower wages if they selected the Union as their collective-bargaining representative; and

(2) threatened employees with loss of benefits if they selected the Union as their collective bargaining representative.

(m) About December 13, 2019, Respondent Red Rock, by an unnamed agent from its Human Resources Department, at Respondent Red Rock's facility, announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage employees from supporting the Union:

(1) free medical insurance for on-call and part-time employees;

(2) free money entered into employee 401(k) accounts, with deposits beginning the first quarter of 2021;

(3) a Fertitta Medical Center;

(4) free copays at the Fertitta Medical Center;

(5) free deductibles at the Fertitta Medical Center;

(6) around 50 generic drugs free for employees at the Fertitta Medical Center;

(7) free referrals to specialists at the Fertitta Medical Center; and

(8) appointments at the Fertitta Medical Center within 24 to 48 hours.

(n) About December 13, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, handed out flyers announcing, (b) (6), (b) (7)(C), promising and/or granting employees increased benefits and improved terms and conditions of employment to discourage employees from supporting the Union.

(o) About December 13, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, promised employees that the 401(k) benefits described above in paragraphs 5(j)(18) through 5(j)(20) would be retroactive to the start of their employment with Respondent Red Rock to discourage employees from supporting the Union.

(p) About December 14, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, promised employees that the open enrollment period for increased health benefits described above in paragraphs 5(j)(5) through 5(j)(10) would be extended until December 21, 2019 to discourage employees from supporting the Union.

(q) About December 14, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) interrogated its employees about their union membership, activities, and sympathies and the union membership, activities and sympathies of other employees; and

(2) by soliciting employee complaints and grievances, promised Respondent Red Rock's employees increased benefits and improved terms and conditions of employment to discourage them from supporting the Union.

(r) About December 16, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, promised employees that the open enrollment period for increased health benefits described above in paragraphs 5(j)(5) through 5(j)(10) would be extended until the end of the month, to discourage employees from supporting the Union.

(s) About December 16, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage its employees from supporting the Union:

- (A) there would be no more deductible in their HMO healthcare plan;
- (B) its employees could add their family members to the healthcare plan for free;
- (C) Respondent Red Rock would build 3 medical centers for employees, including a medical center at Respondent Red Rock's facility;
- (D) its employees would have free doctor visits;
- (E) its employees would receive free lab work;
- (F) its employees would have access to free generic drugs;
- (G) its employees would be able to obtain visits with doctors within 48 hours;
- (H) its employees would receive a retirement plan paid by Respondent Red Rock; and
- (I) both (b) (6), (b) (7)(C) would put Respondent Red Rock's promises in writing and sign them for employees.

(2) by telling Respondent Red Rock's employees the following, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative:

(A) the Union had promised free healthcare, free medical centers and free retirement plans to employees of Respondent Boulder and Respondent Palace for 3 years, but Respondent Red Rock granted those benefits less than 3 months;

(B) after over 3 years of bargaining between the Union and Respondent Boulder and Respondent Palace, bargaining was going nowhere;

(C) there is no legal requirement to make a deal with the Union;

(D) the Government does not require Respondent Red Rock to reach an agreement with the Union ever;

(E) why would Respondent Red Rock's employees want to pay \$600 a year in dues for increased benefits and improved terms and conditions of employment if Respondent Red Rock already gave those things to its employees in less than 3 months;

(F) if its employees selected the Union, the Union would have to bargain for what Respondent Red Rock's employees already have;

(G) why risk it with Union promises when Respondent Red Rock's employees already have the most important things;

(H) Respondent Red Rock has the control, not the Union;

(I) the Union can't come in and tell Respondent Red Rock what to do;

(J) the benefits Respondent Red Rock announced, promised and/or granted to Respondent Red Rock's employees could not be implemented for

employees of Respondent Boulder and Respondent Palace without discussing it with the Union;
and

(K) it had been 1,110 days and counting since the Union promised employees of Respondent Boulder and Respondent Palace medical insurance and a pension plan; and

(3) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(t) About December 16, 2019, Respondent Red Rock, by ^{(b) (6), (b) (7)(C)} [REDACTED], at Respondent Red Rock's facility;

(1) by telling its employees the following, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative:

(A) Respondent Boulder and Respondent Palace had been negotiating with the Union for 3.5 years and/or 1,100 days, and employees of Respondent Boulder and Respondent Palace had no contract;

(B) Respondent Boulder and Respondent Palace had been negotiating with the Union for 3.5 years, and employees of Respondent Boulder and Respondent Palace had no Union healthcare;

(C) Respondent Boulder and Respondent Palace had been negotiating with the Union for 3.5 years, and employees of Respondent Boulder and Respondent Palace had no Union pension;

(D) 3 years after the Board elections for employees of Respondent Boulder and Respondent Palace, employees of Respondent Boulder and Respondent Palace had nothing;

(E) Respondent Red Rock announced the increased benefits and improved terms and conditions of employment described above in paragraph 5(j)(5) through 5(j)(10) within the last 3 months;

(F) in 3 years, Respondent Boulder and Respondent Palace had only agreed to 4 bargaining items out of 189, and 2 of the items were about Union dues;

(G) the benefits promised to Respondent Red Rock's employees could not be promised to the employees of Respondent Boulder and Respondent Palace because the employees at Respondent Boulder and Respondent Palace had each selected the Union as their collective-bargaining representative;

(H) why would employees want to pay \$600 a year in dues for something they are already going to get for free; and

(I) the Union would not sign anything promising increased benefits and improved terms and conditions of employment because the Union cannot give employees anything;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative;

(3) threatened its employees that a strike was inevitable if they selected the Union as their collective-bargaining representative;

(4) announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage its employees from supporting the Union:

(A) an extended open enrollment period to January 31, 2020, for Respondent Red Rock's healthcare plan;

(B) HMO deductible reduced from \$500 to \$0;

(C) free healthcare plans for employees, their spouses and their children;

(D) employee medical center at Respondent Red Rock's facility;

(E) medical appointments within 24 to 48 hours;

(F) free lab work;

(G) free generic drugs; and

(H) a Respondent Red Rock paid retirement plan for employees;

(5) threatened its employees with permanent replacement in the event of a strike if they selected the Union as their collective-bargaining representative; and

(6) promised its employees increased benefits and improved terms and conditions of employment by telling its employee they would continue seeing Respondent Red Rock's progress if they did not select the Union as their collective-bargaining representative.

(u) About December 16, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, threatened employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(v) About December 17, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including the following, to discourage employees from supporting the Union:

- (A) new training programs;
- (B) new direct hire programs;
- (C) hiring better and faster;
- (D) new employee recognition programs;
- (E) free deductible for the entire HMO program;
- (F) ability for employees to add spouses to the free HMO program;
- (G) ability for employees to add a child, children and/or their entire families to the HMO program for free;
- (H) open enrollment for Respondent Red Rock's healthcare plans was extended until the end of January 2020;
- (I) 3 medical centers for its employees, including an on-site medical center at Respondent Red Rock's facility;
- (K) free doctor's visits for employees when the medical center opened;

(L) free generic drugs for employees;
(M) free lab work for employees;
(N) doctor's appointments within 24 to 48 hours;
(O) free doctor visits even if employees go to the
medical center every day; and

(P) a Respondent Red Rock paid retirement plan;
(2) by telling its employees the following, informed its
employees that it would be futile for them to select the Union as their collective-bargaining
representative:

(A) employees would receive all the benefits listed
above in paragraph 5(v)(1) without paying \$600 a year in dues;

(B) bargaining means Respondent Red Rock does not
have to agree to give things;

(C) the law of bargaining means Respondent Red Rock
never has to agree ever;

(D) Respondent Red Rock and the Union would not be
compelled to reach an agreement or make a concession, ever;

(E) the only way the Union can get what it wants is if
Respondent Red Rock agrees; and

(F) it had been 3.5 years since employees of
Respondent Boulder and Respondent Palace selected the Union as their collective-bargaining
representative; and

(3) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(w) About December 17, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) by telling its employees the following, informed its employees that it would be futile for them to select the Union as their collective-bargaining representative:

(A) Respondent Boulder and Respondent Palace had been negotiating with the Union for three and a half years and employees of Respondent Boulder and Respondent Palace have gotten nothing from the Union;

(B) employees of Respondent Boulder and Respondent Palace have gone 1,110 days without a contract after selecting the Union as their collective-bargaining representative;

(C) employees of Respondent Boulder and Respondent Palace do not have the Union healthcare promised to them over 3 years ago; and

(D) employees of Respondent Boulder and Respondent Palace do not have any Union pension plan;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative;

(3) threatened its employees with permanent replacement in the event of a strike if they selected the Union as their collective-bargaining representative; and

(4) announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, to discourage employees from supporting the Union.

(x) About December 17, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) threatened employees with loss of the relationship between employees and supervisors if employees selected the Union as their collective-bargaining representative;

(2) threatened employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised employees better benefits and improved terms and conditions of employment if they did not select the Union as their collective-bargaining representative.

(y) About December 17, 2019, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility:

(1) threatened employees with a loss of the relationship between employees and supervisors if employees selected the Union as their collective-bargaining representative; and

(2) threatened employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(z) About December 17, 2019, Respondent Red Rock, by serving its employees Vote No! steaks in its Team Dining Room (TDR) at Respondent Red Rock's facility:

(1) promised its employees that benefits would increase and terms and conditions of employment would improve if its employees did not select the Union as their collective-bargaining representative; and

(2) granted employees increased benefits and improved terms and conditions of employment.

(aa) About December 16 and 17, 2019, Respondent Red Rock, in writing by Power Point Presentation to its employees at Respondent Red Rock's facility:

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with permanent replacement in the event of a strike if they selected the Union as their collective-bargaining representative;

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if its employees did not select the Union as their collective-bargaining representative; and

(4) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative.

(bb) Starting about mid-November 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, by posting, handing out, or otherwise displaying its flyers titled "IS UNIONIZING WORTH THE RISK???",

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if employees did not select the Union as their collective-bargaining representative.

(cc) Starting about mid-November 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, by posting, handing out, or otherwise displaying its flyers titled "LOCAL 226 PROMISES VS. TRACK RECORD":

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if employees did not select the Union as their collective-bargaining representative.

(dd) About mid-December 2019, Respondent Red Rock, at Respondent Red Rock's facility, by posting, handing out or otherwise displaying its flyers titled "TOP TEN REASONS TO VOTE NO ON THURSDAY/FRIDAY":

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if employees did not select the Union as their collective-bargaining representative.

(ee) About mid-December 2019, Respondent Red Rock, at Respondent Red Rock's facility, by posting, handing out or otherwise displaying its flyers titled "BIG FAT UNION LIE":

(1) informed its employees that it would be futile for them to select the Union as their collective-bargaining representative;

(2) threatened its employees with loss of benefits if they selected the Union as their collective-bargaining representative; and

(3) promised its employees that benefits would increase and terms and conditions of employment would improve if employees did not select the Union as their collective-bargaining representative.

(ff) About mid-December 2019, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, promulgated, and since then has maintained, a rule interfering with employees' rights to engage in solicitation or talk about the Union during their non-working time.

(gg) About January 1, 2020, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including by telling employees that Respondent Red Rock had started tracking employees' hours and that contributions to Respondent Red Rock's retirement plan would begin in the 1st Quarter of 2021, to discourage its employees from supporting the Union.

(hh) About January 1, 2020, Respondent Red Rock, at Respondent Red Rock's facility, granted employees increased benefits and terms and conditions of employment, including the following, to discourage its employees from supporting the Union:

- (1) a lowered HMO deductible from \$500 to \$0; and
- (2) free healthcare plans for employees, their spouses and their children.

(ii) About January or February 2020, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, by posting or otherwise displaying its flyers titled "CAUTION AREA UNDER CONSTRUCTION STATION CASINOS MEDICAL CENTER," promised its employees that benefits would increase and terms and conditions of employment would improve to discourage its employees from supporting the Union.

(jj) About late February 2020 or early March 2020, a more precise date not being known to the General Counsel, Respondent Red Rock, by (b) (6), (b) (7)(C), at Respondent Red Rock's facility, announced, promised and/or granted employees increased benefits and improved terms and conditions of employment, including by telling employees that Respondent Red Rock had started the process of hiring doctors for its medical center, to discourage its employees from supporting the Union.

(kk) About February 2020, a more precise date not being known to the General Counsel, Respondent Red Rock, at Respondent Red Rock's facility, granted employees increased benefits and improved terms and conditions of employment, including by eliminating its time clock audit and discipline program, TCCA, and making it so that accrued disciplines

under TCCA would not be used for future discipline, to discourage its employees from supporting the Union.

6. (a) About (b) (6), (b) (7)(C) 2019, a more precise date not being known to the General Counsel, Respondent Red Rock changed the schedule of its employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

(b) About (b) (6), (b) (7)(C) 2019, Respondent Red Rock reduced the seniority of its employee (b) (6), (b) (7)(C).

(c) About (b) (6), (b) (7)(C) 2019, Respondent Red Rock issued its employee (b) (6), (b) (7)(C) a written warning.

(d) About (b) (6), (b) (7)(C), 2019, Respondent Red Rock imposed onerous and rigorous terms and conditions of employment on its employee, (b) (6), (b) (7)(C), by assigning (b) (6), (b) (7)(C) to more arduous and less agreeable light duty assignments.

(e) About (b) (6), (b) (7)(C), 2019, Respondent Red Rock issued its employee (b) (6), (b) (7)(C) a final written warning.

(f) About June 4, 2020, and continuing thereafter, Respondent Red Rock refused to recall the employees named below:

(1) (b) (6), (b) (7)(C); and

(2) (b) (6), (b) (7)(C).

(g) Respondent Red Rock engaged in the conduct described above in paragraphs 6(a) through 6(c) and 6(e) because (b) (6), (b) (7)(C) joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(h) Respondent Red Rock engaged in the conduct described above in paragraphs 6(a) through 6(c) and 6(e) because (b) (6), (b) (7)(C) violated the rule or directive described above in paragraph 5(a)(2), by engaging in protected concerted activities and/or engaging in conduct that implicates the concerns underlying Section 7 of the Act.

(i) Respondent Red Rock engaged in the conduct described above in paragraph 6(d) because (b) (6), (b) (7)(C) joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(j) Respondent Red Rock engaged in the conduct described above in paragraph 6(f) because the named employees of Respondent Red Rock listed in paragraph 6(f) joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. (a) The following employees of Respondent Red Rock (the Red Rock Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time assistant food servers, bakers (I, II, III), banquet bartenders, banquet porters, banquets setup, bar porters, bartenders, bell persons, bell starters, beverage porters, beverage servers, beverage (Race/Sports), banquet servers, bus persons/bussers, cake decorators (I, II), captains, coffee breakers, concession workers, cooks, cook's helpers, counter attendants, food servers, gourmet hostperson/cashiers, host/cashiers, housekeeping utility porters, ice cream concession workers, kitchen runners, kitchen workers, lead banquet porters, lead counter attendants, lead servers, mini bar attendants, pantry, porters, resort guest room attendants, resort housepersons, resort suite guest room attendants, resort steakhouse cooks, room runners, room service captains, runners, service bartenders, specialty cooks, servers, sprinters, status board, stove persons, team member dining room (TDR) attendants, turndown guest room attendants, utility porters, VIP attendants, VIP bartenders, and VIP lounge attendants employed by the Employer at its facility located at 11011 West Charleston Boulevard, Las Vegas, Nevada;

excluding all other employees, front desk employees, valet parkers, retail cashier/clerks, gaming employees (dealers, slot attendants, cage cashiers), inspectresses, engineering and maintenance employees, office clerical employees, guards, managers, and supervisors as defined by the Act.

(b) Around October 11, 2019, a majority of the Red Rock Unit designated the Union as their exclusive collective-bargaining representative.

(c) Around November 22, 2019, the Union, by filing the petition in Case 28-RC-252280, requested that Respondent Red Rock recognize it as the exclusive collective-bargaining representative of the Red Rock Unit.

(d) The serious and substantial unfair labor practice conduct described above in paragraphs 5 and 6 is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be better protected by issuance of a bargaining order.

(e) The allegations described above in paragraph 7(d) requesting the issuance of a bargaining order are supported by, among other things:

(1) (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) responsible for the conduct described above in paragraphs 5(b), 5(d), 5(j), 5(t) and 5(w), and present for the conduct described above in paragraphs 5(c), 5(e), 5(s) and 5(v);

(2) (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) responsible for the conduct described above in paragraphs 5(c), 5(e), 5(s) and 5(v), and present for the conduct described above in paragraphs 5(b), 5(d), 5(j), 5(t) and 5(w);

(3) the conduct described above in paragraphs 5 and 6 has not been retracted;

(4) there are approximately 1,337 employees in the Red Rock Unit described above in paragraph 6(a);

(5) the conduct described above in paragraphs 5(b), 5(c), 5(d), 5(e), 5(h), 5(j), 5(k), 5(s), 5(t), 5(u), 5(v), 5(w), 5(aa) through 5(ff), and 5(hh) through 5(kk) was directed at a majority of Red Rock Unit employees;

(6) all of the Red Rock Unit employees learned or were likely to learn of the conduct described above in paragraphs 5(b), 5(c), 5(d), 5(e), 5(h), 5(j), 5(k), 5(s), 5(t), 5(u), 5(v), 5(w), 5(aa) through 5(ff), and 5(hh) through 5(kk);

(7) the conduct described above in paragraphs 5(b), 5(c), 5(d), 5(e), 5(h), 5(j), 5(k), 5(s), 5(t), 5(u), 5(v), 5(w), 5(aa) through 5(ff), and 5(hh) through 5(kk) followed immediately on the heels of Respondent Red Rock's knowledge the Union had turned its organizing efforts toward Respondent Red Rock;

(8) the conduct described above in paragraphs 5 and 6 directly impacted the Union's support among a majority of Red Rock Unit employees;

(9) there is a substantial likelihood of recidivism on Respondent Red Rock's part, given that Station Casinos, LLC operates as a single employer with Respondent Red Rock, and given Station Casinos, LLC has been found by the Board to have engaged in numerous unfair labor practices including at other of its facilities and in Board decisions including, but not limited to, the Board's decision in *Station Casinos, LLC*, 358 NLRB 1556 (2012).

(f) At all times since about October 11, 2019, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Red Rock Unit.

(g) About March 27, 2020, Respondent Red Rock suspended matching contributions on deferrals to the Station Casinos LLC & Affiliates 401(k) Retirement Plan.

(h) About June 4, 2020, Respondent Red Rock terminated table assignment agreements.

(i) The subjects set forth above in paragraphs 7(g) and (h) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(j) Respondent Red Rock engaged in the conduct described above in paragraphs 7(g) and 7(h) without prior notice to the Union, without affording the Union an opportunity to bargain with Respondent Red Rock with respect to this conduct and/or the effects of this conduct and without first bargaining with the Union to an overall good-faith impasse for a collective bargaining agreement.

(k) Since about August 6, 2020, Respondent Red Rock has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Red Rock Unit.

8. By the conduct described above in paragraphs 5(a) through 5(g), and 5(i) through 5(kk), Respondent Red Rock has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

9. By the conduct described above in paragraph 5(h), Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

10. By the conduct described above in paragraph 6, Respondent Red Rock has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

11. By the conduct described above in paragraph 7, Respondent Red Rock has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

12. The unfair labor practice of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for Respondent Red Rock's unfair labor practices alleged above in paragraphs 5 through 7, the General Counsel seeks an Order requiring Respondent Red Rock to post notices to employees in English and Spanish.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 7, the General Counsel also seeks an Order requiring that Respondent Red Rock post a notice of explanation of rights in English and Spanish.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 through 7, the General Counsel also seeks an Order requiring that, at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent Red Rock's representatives (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) read the notice to employees in English and in Spanish on work time in the presence of a Board agent and a representative of the Union, and then have a Board agent read the notice of explanation of rights in English and Spanish in the presence of Respondent Red Rock's supervisors and agents identified above in paragraphs 5 through 7 and a representative of the Union. Alternatively, the General Counsel seeks an order requiring that, at a meeting or meetings scheduled

to ensure the widest possible attendance, Respondent Red Rock promptly have a Board agent read the notice to employees and notice of explanation of rights in English and Spanish during work time in the presence of Respondent Red Rock's supervisors and agents identified above in paragraphs 5 and 6 and a representative of the Union.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the fourth consolidated complaint. The answer must be **received by this office on or before October 22, 2020, or postmarked on or before October 21, 2020.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document

containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the fourth consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 9:00 a.m. on **October 27, 2020**, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this third consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 8th day of October 2020.

/s/ Cornele A. Overstreet
Cornele A. Overstreet, Regional Director

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing.

If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

and

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO;**

and

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

and

(b) (6), (b) (7)(C) an Individual

Party in Interest

**Cases 28-CA-228052
28-CA-228944
28-CA-247602
28-CA-248464
28-CA-249203
28-CA-249576
28-CA-251083
28-CA-251254
28-CA-251803
28-CA-252404
28-CA-252964
28-CA-256630
28-CA-257778
28-CA-260167
28-CA-260169
28-CA-260187
28-CA-260199
28-CA-260207
28-CA-260209
28-CA-260216
28-CA-261666
28-CA-262465
28-CA-262973
28-CA-262977**

28-CA-262980
28-CA-262982
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28-CA-263582
28-CA-264135
28-CA-264297
28-CA-264465
28-CA-264469
28-CA-264476
28-CA-264612
28-CA-264619
28-CA-264626
28-CA-264631
28-CA-264638
28-CA-266556
28-CA-266987
28-CA-267067
28-CA-268930
28-CA-268957
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28-CA-268960
28-CA-269516
28-CA-269517
28-CA-269519
28-CA-269520
28-CA-269959
28-CA-269962
28-CA-269965
28-CA-271251
28-CA-271608
28-CA-273812

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO**

**Cases 28-CA-239331
28-CA-247230
28-CA-260724**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP TEXAS STATION LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;**

**collectively, a Single Employer and Single Integrated
Enterprise**

and

Case 28-CA-245467

(b) (6), (b) (7)(C) , AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC LLC d/b/a PALACE STATION
HOTEL & CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-273936

(b) (6), (b) (7)(C) , AN INDIVIDUAL

**AFFIDAVIT OF SERVICE OF: Order Consolidating Cases, Consolidated Complaint
and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **April 12, 2021**, I served the above-entitled document(s) by **electronic service**, as noted below, upon the following persons, addressed to them at the following addresses:

SEE ATTACHED

April 12, 2021

Date

Mary H. Zorn, Designated Agent of NLRB

Name

/s/ Mary H. Zorn

Signature

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Las Vegas, NV 89130-3316
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Email: david.horn@stationcasinos.com

Red Rock Resorts, Inc.
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Email: valerie.murzl@stationcasinos.com

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Red Rock Resorts d/b/a Red Rock Casino
Resort & Spa
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Las Vegas, NV 89135
Email: mari.jackson@stationcasinos.com

(b) (6), (b) (7)(C)
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Email: gmt@nrtw.org

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Email: gmt@nrtw.org
Email: jcd@nrtw.org

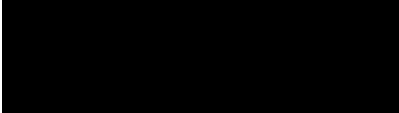
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San Francisco, CA 94105-2813
Email: rmccracken@msh.law
Email: ebm@msh.law
Email: amnieto@msh.law
Email: kweber@msh.law

International Union of Operating Engineers,
Local 501, AFL-CIO
301 Deauville Street
Las Vegas, NV 89106-3912
Email: jsoto@local501.org

David A. Rosenfeld, Attorney at Law
Weinberg, Roger & Rosenfeld
1375 55th Street
Emeryville, CA 94608
Email: nlrbotices@unioncounsel.net

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NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

RED ROCK RESORTS, INC., ET AL.

and

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS a/w
UNITE HERE INTERNATIONAL UNION, et al.

CASE 28-CA-228052, et al.

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
RED ROCK RESORTS, INC., ET AL.

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Douglas R. Sullenberger, Esq.

MAILING ADDRESS: Fisher & Phillips LLP, 1075 Peachtree Street, N.E., Suite 3500, Atlanta, GA 30309

E-MAIL ADDRESS: dsullenberger@fisherphillips.com

OFFICE TELEPHONE NUMBER: 404-231-1400

CELL PHONE NUMBER: (770) 329-2526 FAX: 404-240-4249

SIGNATURE:

Douglas R. Sullenberger

DATE:

(Please sign in ink.)
4-19-2021

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

RED ROCK RESORTS, INC., ET AL.

and

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS a/w
UNITE HERE INTERNATIONAL UNION, et al.

CASE 28-CA-228052, et al.

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF
RED ROCK RESORTS, INC., ET AL.

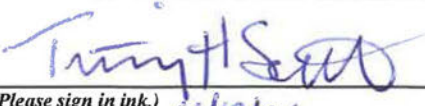
IN THE ABOVE-CAPTIONED MATTER.

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(REPRESENTATIVE INFORMATION)

NAME: Timothy H. Scott, Esq.
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SIGNATURE: 
DATE: (Please sign in ink.) 4/19/21

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



fisherphillips.com

April 19, 2021

New Orleans

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(504) 522-3303 Tel
(504) 529-3850 Fax

Writer's Direct Dial:

504-529-3834

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VIA NLRB PORTAL AND ELECTRONIC DELIVERY

Mr. Cornele Overstreet
Regional Director
NLRB Region 28
2600 North Central Ave., Suite 1800
Phoenix, Arizona 85004-3099

Re: *Red Rock Resorts, Inc., et al.*
Case No. 28-CA-228052, et al.

Dear Mr. Overstreet:

This letter is to request an extension on behalf of Respondents until Monday, May 24, 2021, to file an answer to the Consolidated Complaint, dated April 12, 2021, concerning the referenced proceeding.

This request is being submitted pursuant to 29 CFR §§ 102.20 and 102.11 and, in support of the request, Respondents state:

1. Counsel for Respondents have been actively engaged in an ongoing hearing involving related entities since the fall of 2020 in NLRB Case No. 28-CA-244484.
2. On April 12, 2021, Administrative Law Judge Wedekind denied Counsel for the General Counsel's request to consolidate the April 12 Consolidated Complaint with the Complaint that is the subject of the ongoing hearing in NLRB Case No. 28-CA-244484.
3. We understand that Counsel for the General Counsel plans to file a special appeal with the Board of the ALJ's ruling on or about April 20, 2021.
4. The hearing in NLRB Case No. 28-CA-244484 is expected to resume on April 26, 2021.
5. Respondents' Answer to the April 12 Consolidated Complaint is presently due on or before April 26, 2021.

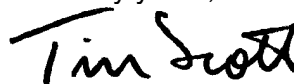
Mr. Cornele Overstreet
Regional Director
NLRB Region 28
April 19, 2021
Page 2

6. The April 12 Consolidated Complaint consists of 92 pages of allegations against eleven (11) separate entities, including ten (10) different casino properties, and involves 94 (original and amended) unfair labor practice charges filed by two different unions and two individuals.
7. Because of the extensive nature of the allegations in the April 12 Consolidated Complaint and the fact that Counsel for Respondents are actively engaged in an ongoing hearing, Respondents in the referenced case have arranged for undersigned counsel (as well as Attorney Doug Sullenberger) to review, investigate, and respond to the new Consolidated Complaint.
8. The additional time is necessary to provide new counsel with the ability to ensure that an accurate and complete answer is filed in response to the complex and lengthy April 12 Consolidated Complaint.
9. Additionally, Attorney Scott is scheduled to be involved in vote counts in three representation cases on Friday, April 23, and Monday, April 26, in the following matters: 01-RC-272344, 01-RC-272355, and 01-RC-273064.
10. Further, Attorney Sullenberger is unavailable this Thursday, April 22, and Friday, April 23, due to prior commitments, including a vote count in 31-RD-272647.
11. This request for an extension to May 24, 2021 to respond to the April 12 Consolidated Complaint is not for purposes of delay and entirely consistent with the interests of efficiency, fairness, and economy.

If you have any questions or need any additional information to consider this request, please do not hesitate to let me know.

Thank you for your attention to this matter.

Sincerely yours,



Timothy H. Scott, Esq.
For FISHER & PHILLIPS LLP

THS [REDACTED]
cc: Ms. Sara Demirok (via email only: sara.demirok@nlrb.gov)
Mr. Reyburn Lominack (via email only: rlominack@fisherphillips.com)
Mr. Mike Carrouth (via email only: mcarrouth@fisherphillips.com)
Mr. Doug Sullenberger (via email only: sdsullenberger@fisherphillips.com)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS
PLACE, and FIESTA PARENTCO, L.L.C., General Partner;**

and

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO;**

and

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS a/w UNITE HERE INTERNATIONAL UNION**

and

**(b) (6), (b) (7)(C) [REDACTED], an Individual
Party in Interest**

**Cases 28-CA-228052
28-CA-228944
28-CA-247602
28-CA-248464
28-CA-249203
28-CA-249576
28-CA-251083
28-CA-251254
28-CA-251803
28-CA-252404
28-CA-252964
28-CA-256630
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28-CA-269519
28-CA-269520
28-CA-269959
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28-CA-271251
28-CA-271608
28-CA-273812
28-CA-273936

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

NP SUNSET LLC d/b/a

SUNSET STATION HOTEL & CASINO;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**Cases 28-CA-239331
28-CA-247230
28-CA-260724**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 501, AFL-CIO**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP TEXAS STATION LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;**

**collectively, a Single Employer and Single Integrated
Enterprise**

and

Case 28-CA-245467

(b) (6), (b) (7)(C) , AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC LLC d/b/a PALACE STATION HOTEL &
CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-239376

(b) (6), (b) (7)(C) , AN INDIVIDUAL

ORDER GRANTING TWO-WEEK EXTENSION OF TIME TO FILE ANSWER

On April 12, 2021, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (Complaint) issued in the above-captioned matter requiring Respondent to file an answer, which was to be received by this office on or before April 26, 2021, or postmarked on or before April 25, 2021. On April 19, 2021, Respondent requested an extension to file its answer until May 24, 2021. In sum, Respondent's request is based on (1) the extensive nature of the allegations in the Complaint; (2) the need for new and additional counsel to review and respond to the allegations given the ongoing litigation in a related, but separate matter; and (3) the limited availability of its new and/or additional counsel. Having duly considered the matter, and pursuant to Section 102.22 of the National Labor Relations Board's Rules and Regulations, Respondent's request is granted, in part. Accordingly,

IT IS ORDERED that the time for filing the answer to the Complaint in this matter be, and it is, extended for two weeks, until May 10, 2021.

Dated at Phoenix, Arizona, this 22nd day of April, 2021.

/s/ *Cornele A. Overstreet*

Cornele A. Overstreet, Regional Director

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

and

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO;**

and

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

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28-CA-271608
28-CA-273812

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**FP HOLDINGS, L.P. d/b/a
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**collectively, a Single Employer and
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**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO**

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and

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Party in Interest

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Enterprise**

and

Case 28-CA-245467

(b) (6), (b) (7)(C) , AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC LLC d/b/a PALACE STATION
HOTEL & CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-273936

(b) (6), (b) (7)(C) , AN INDIVIDUAL

**AFFIDAVIT OF SERVICE OF: ORDER GRANTING TWO-WEEK EXTENSION OF
TIME TO FILE ANSWER**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **April 22, 2021**, I served the above-entitled document(s) by **electronic service**, as noted below, upon the following persons, addressed to them at the following addresses:

SEE ATTACHED

April 22, 2021

Date

Mary H. Zorn, Designated Agent of NLRB

Name

/s/ Mary H. Zorn

Signature

Station Holdco, LLC
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Station Casinos LLC
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Las Vegas, NV 89135
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Station GVR Acquisition, LLC d/b/a Green
Valley Ranch Resorts Spa Casino
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Email: carol.thompson@stationcasinos.com

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Casino Hotel
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Email: cheryl.vetter@stationcasinos.com

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& Casino
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Las Vegas, NV 89130-3316
Email: chris.gellner@stationcasinos.com

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Email: david.horn@stationcasinos.com

Red Rock Resorts, Inc.
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Las Vegas, NV 89102
Email: valerie.murzl@stationcasinos.com

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Las Vegas, NV 89130
Email: valerie.murzl@stationcasinos.com

Red Rock Resorts d/b/a Red Rock Casino
Resort & Spa
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Las Vegas, NV 89135
Email: mari.jackson@stationcasinos.com

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c/o National Right to Work Legal Defense
Foundation, Inc.
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Email: gmt@nrtw.org

Glenn M. Taubman, Attorney at Law
James Devereaux, Attorney at Law
National Right to Work Legal Defense
Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA 22160
Email: gmt@nrtw.org
Email: jcd@nrtw.org

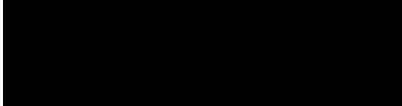
Local Joint Executive Board of Las Vegas
a/w UNITE HERE International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700
Email: odiaz@culinaryunion226.org

Richard G. McCracken, Attorney at Law
Eric B Myers, Attorney at Law
A. Mirella Nieto, Attorney at Law
Kimberley C. Weber, Attorney at Law
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595 Market Street, Suite 800
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Email: rmccracken@msh.law
Email: ebm@msh.law
Email: amnieto@msh.law
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International Union of Operating Engineers,
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David A. Rosenfeld, Attorney at Law
Weinberg, Roger & Rosenfeld
1375 55th Street
Emeryville, CA 94608
Email: nlrbotices@unioncounsel.net

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

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FIESTA RANCHO HOTEL & CASINO;**

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RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

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**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS a/w
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28-CA-269959
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28-CA-271608
28-CA-273812
28-CA-273936

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

NP SUNSET LLC d/b/a

SUNSET STATION HOTEL & CASINO;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 501, AFL-CIO**

**Cases 28-CA-239331
28-CA-247230
28-CA-260724**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP TEXAS STATION LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;**

**collectively, a Single Employer and Single Integrated
Enterprise**

and

Case 28-CA-245467

(b) (6), (b) (7)(C) , AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC LLC d/b/a PALACE STATION HOTEL &
CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-239376

(b) (6), (b) (7)(C), AN INDIVIDUAL

ORDER SCHEDULING HEARING

On April 12, 2021, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in this matter, scheduling a hearing to commence at a date and time to be determined, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined.

PLEASE TAKE NOTICE THAT at 9:00 a.m. (Pacific Time) on July 27, 2021, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board.

Dated at Phoenix, Arizona, this 6th day of May, 2021.

/s/ Cornele A. Overstreet
Cornele A. Overstreet, Regional Director

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

and

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO;**

and

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

**Cases 28-CA-228052
28-CA-228944
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28-CA-248464
28-CA-249203
28-CA-249576
28-CA-251083
28-CA-251254
28-CA-251803
28-CA-252404
28-CA-252964
28-CA-256630
28-CA-257778
28-CA-260167
28-CA-260169
28-CA-260187
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28-CA-260207
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28-CA-273812

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
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**collectively, a Single Employer and
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and

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**Cases 28-CA-239331
28-CA-247230
28-CA-260724**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP TEXAS STATION LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;**

**collectively, a Single Employer and Single Integrated
Enterprise**

and

Case 28-CA-245467

(b) (6), (b) (7)(C) , AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC LLC d/b/a PALACE STATION
HOTEL & CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-273936

(b) (6), (b) (7)(C) , AN INDIVIDUAL

AFFIDAVIT OF SERVICE OF: Order Scheduling Hearing, dated May 6, 2021

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **May 6, 2021**, I served the above-entitled document(s) by **electronic service**, as noted below, upon the following persons, addressed to them at the following addresses:

SEE ATTACHED

May 6, 2021

Date

Mary H. Zorn, Designated Agent of NLRB

Name

/s/ Mary H. Zorn

Signature

Station Holdco, LLC
1505 S. Pavilion Center Drive
Las Vegas, NV 89135
Email: phil.fortino@stationcasinos.com

David B. Dornak, Attorney at Law
Fisher & Phillips LLP
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Station Casinos LLC
1505 S. Pavilion Center Drive
Las Vegas, NV 89135
Email: phil.fortino@stationcasinos.com

Reyburn W. Lominack III, Attorney
Fisher & Phillips, LLP
1320 Main Street, Suite 750
Columbia, SC 29201-3284
Email: rlominack@fisherphillips.com

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Valley Ranch Resorts Spa Casino
2300 Paseo Verde Parkway
Henderson, NV 89052-2672
Email: carol.thompson@stationcasinos.com

Brian D. Balonick , Attorney at Law
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Six PPG Place, Suite 830
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Email: bbalonick@fisherphillips.com

NP Sunset LLC d/b/a Sunset Station Hotel &
Casino
1301 West Sunset Road
Henderson, NV 89014
Email: valerie.murzl@stationcasinos.com

Letitia F. Silas, Attorney at Law
Fisher & Phillips, LLP
7501 Wisconsin Avenue, Suite 1220W
Bethesda, MD 20814
Email: lsilas@fisherphillips.com

NP Texas LLC d/b/a Texas Station Gambling
Hall & Hotel
2101 Texas Star Lane
North Las Vegas, NV 89032-3565
Email:
elizabethmaria.trejo@stationcasinos.com

NP Lake Mead LLC d/b/a Fiesta Henderson
Casino Hotel
777 West Lake Mead Parkway
Henderson, NV 89015
Email: cheryl.vetter@stationcasinos.com

NP Boulder, LLC d/b/a Boulder Station Hotel
& Casino
4111 Boulder Highway
Las Vegas, NV 89121
Email: paul.pippin@stationcasinos.com

FP Holdings, L.P. d/b/a Palms Casino Resort
4321 W. Flamingo Road
Las Vegas, NV 89103
Email: jon.gray@palms.com

NP Fiesta LLC d/b/a Fiesta Rancho Hotel &
Casino
2400 N. Rancho Drive
Las Vegas, NV 89130-3316
Email: chris.gellner@stationcasinos.com

NP Palace LLC d/b/a Palace Station Hotel &
Casino
2411 West Sahara Avenue
Las Vegas, NV 89102
Email: david.horn@stationcasinos.com

Red Rock Resorts, Inc.
2411 West Sahara Avenue
Las Vegas, NV 89102
Email: valerie.murzl@stationcasinos.com

NP Santa Fe LLC d/b/a Santa Fe Station
Hotel & Casino
4949 North Rancho Drive
Las Vegas, NV 89130
Email: valerie.murzl@stationcasinos.com

Red Rock Resorts d/b/a Red Rock Casino
Resort & Spa
11011 West Charleston Boulevard
Las Vegas, NV 89135
Email: mari.jackson@stationcasinos.com

(b) (6), (b) (7)(C)
c/o National Right to Work Legal Defense
Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA 22160
Email: gmt@nrtw.org

Glenn M. Taubman, Attorney at Law
James Devereaux, Attorney at Law
National Right to Work Legal Defense
Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA 22160
Email: gmt@nrtw.org
Email: jcd@nrtw.org


Local Joint Executive Board of Las Vegas
a/w UNITE HERE International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700
Email: odiaz@culinaryunion226.org

Richard G. McCracken, Attorney at Law
Eric B Myers, Attorney at Law
A. Mirella Nieto, Attorney at Law
Kimberley C. Weber, Attorney at Law
McCracken, Stemerman & Holsberry, LLP
595 Market Street, Suite 800
San Francisco, CA 94105-2813
Email: rmccracken@msh.law
Email: ebm@msh.law
Email: amnieto@msh.law
Email: kweber@msh.law

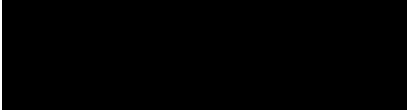
International Union of Operating Engineers,
Local 501, AFL-CIO
301 Deauville Street
Las Vegas, NV 89106-3912
Email: jsoto@local501.org

David A. Rosenfeld, Attorney at Law
Weinberg, Roger & Rosenfeld
1375 55th Street
Emeryville, CA 94608
Email: nlrbotices@unioncounsel.net

(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

and

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO;**

and

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

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(b) (6), (b) (7)(C) , an Individual

Party in Interest

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28-CA-228944

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28-CA-273812

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

**collectively, a Single Employer and
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and

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28-CA-247230
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and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP TEXAS STATION LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;**

**collectively, a Single Employer and Single Integrated
Enterprise**

and

Case 28-CA-245647

(b) (6), (b) (7)(C) , AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC d/b/a PALACE STATION
HOTEL & CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-273936

(b) (6), (b) (7)(C), AN INDIVIDUAL

**RESPONDENTS' ANSWER TO ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

The individual named Respondents, Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino (Green Valley Ranch), NP Lake Mead LLC d/b/a Fiesta Henderson Casino Hotel (Fiesta Henderson), NP Boulder LLC d/b/a Boulder Station Hotel & Casino (Boulder Station), FP Holdings, L.P. d/b/a Palms Casino Resort (Palms), NP Fiesta LLC d/b/a Fiesta Rancho Hotel & Casino (Fiesta Rancho), NP Texas LLC d/b/a Texas Station Gambling Hall and Hotel (Texas Station), NP Sunset LLC, d/b/a Sunset Station Hotel and Casino, NP Palace LLC d/b/a Palace Station Hotel & Casino (Palace Station), NP Red Rock, LLC d/b/a Red Rock Casino Resort & Spa (Red Rock), NP Santa Fe, LLC d/b/a Santa Fe Station Hotel & Casino (Santa Fe), Station Casinos, LLC (Station Casinos), Red Rock Resorts, Inc. (RRR), by and through the undersigned counsel, hereby answer the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing filed on April 12, 2021, as follows:

As a preliminary matter, the Request for Consolidation was denied by Administrative Law Judge Jeffrey D. Wedekind on April 12, 2021 and, on April 26, 2021, undersigned counsel was informed that no appeal to the ALJ's denial will be filed by counsel for General Counsel with the National Labor Relations Board.

Respondents answer each of the separate numbered allegations contained in the Complaint as set forth below.

1.

Each of the individual Respondents admits that each of the unfair labor practice charges referenced in Paragraph 1 of the Complaint was filed and received. Each of the Respondents deny, however, all of the substantive allegations made in each and every unfair labor practice charge referenced in Paragraph 1 of the Complaint. Respondents further deny the assertion in footnote 1 of the Complaint that any of them failed to fully cooperate in the investigation of any of the charges.

Respondents further assert that, as to any unfair labor practice charges referenced in the Complaint that have been withdrawn, dismissed or otherwise resolved, such allegations should be immediately dismissed.

2.

Respondents respond to each of the allegations contained in Paragraph 2 of the Complaint as follows:

2(a) – 2(b) – Respondents admit the allegations contained in Paragraphs 2(a) and 2(b) of the Complaint (including all sub-parts).

2(c) – 2(d) – Respondents deny the allegations contained in Paragraphs 2(c) – (d) of the Complaint.

2(e) – Respondents admit that Station Holdco is a limited liability company with an office and place of business in Las Vegas but deny the remaining allegations contained in Paragraph 2(e) of the Complaint.

2(f) – 2(h) – Respondents deny the allegations contained in Paragraphs 2(f) – (h) of the Complaint. Respondent Station Holdco further denies that it is a Respondent in any of the unfair labor practice charges at issue.

2(i) – (k) – Respondents admit the allegations contained in Paragraphs 2(i) – (k) of the Complaint.

2(l) – Respondents deny the allegations contained in Paragraph 2(l) of the Complaint.

2(m) – 2(t) – Respondents admit the allegations contained in Paragraphs 2(m) – (t) of the Complaint.

2(u) – Respondent Fiesta Henderson admits that it has been a limited liability company during all material times but denies the remainder of Paragraph 2(u) of the Complaint.

2(v) – 2(w) – Respondents admit the allegations contained in Paragraphs 2(v) – (w) of the Complaint.

2(x) – Respondent Fiesta Henderson admits that it is an employer as defined in the Act during some, but not all, material times.

2(y) – 2(gg) – Respondents admit the allegations contained in Paragraphs 2(y) – (gg) of the Complaint.

2(hh) – Respondent Fiesta Rancho admits that it has been a limited liability company during all material times but denies the remainder of Paragraph 2(hh) of the Complaint.

2(ii) – 2(jj) – Respondents admit the allegations contained in Paragraphs 2(ii) – (jj) of the Complaint.

2(kk) – Respondent Fiesta Rancho admits that it is an employer as defined in the Act during some, but not all, material times.

2(ll) – 2(ww) – Respondents admit the allegations contained in Paragraphs 2(ll) – (ww) of the Complaint.

2(xx) – Respondent Texas Station admits that it has been a limited liability company during all material times but denies the remainder of Paragraph 2(xx) of the Complaint.

2(yy) – 2(zz) – Respondents admit the allegations contained in Paragraphs 2(yy) – (zz) of the Complaint.

2(aaa) – Respondent Texas Station admits that it is an employer as defined in the Act during some, but not all, material times.

2(bbb) – 2(ddd) – Respondents deny the allegations contained in Paragraphs 2(bbb) – 2(ddd) of the Complaint.

3.

Respondents admit the allegations contained in Paragraph 3 of the Complaint.

4.

With respect to Paragraph 4(a) of the Complaint, Respondents admit that, at various times, the individuals listed below held the positions opposite their respective names and were supervisors of Respondents within the meaning of Section 2(11) of the Act. Respondents deny the allegations that the individuals listed held the positions opposite their respective names “at all material times,” because such alleged time periods are not defined. Respondents further deny the allegations that the individuals listed acted as “agents” within the meaning of Section 2(13) of the Act and demand strict proof as to the alleged actions taken by each individual. Respondents neither admit or deny the Section 2(11) supervisory status or Section 2(13) agent status of those

individuals whose names were either not provided or only partly provided in Paragraph 4 of the Complaint.

Respondent Station Casinos

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Station Casinos
--- (b) (6), (b) (7)(C) Respondent Station Casinos
--- (b) (6), (b) (7)(C) Respondent Station Casinos
--- (b) (6), (b) (7)(C) Respondent Station Casinos
--- (b) (6), (b) (7)(C) Respondent Station
Casinos
--- (b) (6), (b) (7)(C) Respondent Station Casinos
--- (b) (6), (b) (7)(C) Respondent
Station Casinos
--- (b) (6), (b) (7)(C) Respondent
Station Casinos
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Casinos
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--- (b) (6), (b) (7)(C) Respondent
Station Casinos
--- (b) (6), (b) (7)(C) Respondent Station Casinos
--- (b) (6), (b) (7)(C) Respondent
Station Casinos

Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson
--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson
--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson
--- (b) (6), (b) (7)(C) Fiesta Henderson
--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson
--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson
(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson
(b) (6), (b) (7)(C)

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Henderson

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson
(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson

--- (b) (6), (b) (7)(C) Respondent Fiesta Henderson

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta
Henderson (b) (6), (b) (7)(C)

Respondent Fiesta Rancho

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent
Fiesta Rancho (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Rancho
(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta
Rancho (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Rancho
(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Rancho (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Rancho (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Fiesta Rancho (b) (6), (b) (7)(C)

Respondent Boulder Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent

(b) (6), (b) (7)(C)

Boulder Station

[illegible]

Respondent Sunset Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent
Sunset Station

--- (b) (6), (b) (7)(C) Respondent
Sunset Station (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Sunset
Station

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Station

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Station

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Station (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Sunset
Station

--- (b) (6), (b) (7)(C) Respondent Sunset
Station (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Respondent Sunset Station

--- (b) (6), (b) (7)(C) Respondent Sunset
Station

--- (b) (6), (b) (7)(C) Respondent Sunset Station

--- (b) (6), (b) (7)(C) Respondent Sunset Station
(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Sunset Station (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Sunset Station (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Sunset Station

Respondent Red Rock

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Red Rock

--- (b) (6), (b) (7)(C) Respondent Red Rock

--- (b) (6), (b) (7)(C) Respondent Red
Rock (b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Red
Rock

--- (b) (6), (b) (7)(C) Respondent Red Rock

--- (b) (6), (b) (7)(C) Respondent
Red Rock

--- (b) (6), (b) (7)(C) Respondent
Red Rock

--- (b) (6), (b) (7)(C) Respondent Red Rock

--- (b) (6), (b) (7)(C) Respondent Red Rock

--- (b) (6), (b) (7)(C) Respondent Red Rock

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Red Rock
--- (b) (6), (b) (7)(C) Respondent Red Rock
--- (b) (6), (b) (7)(C) Respondent Red Rock (b) (6), (b) (7)(C)
--- (b) (6), (b) (7)(C) Respondent Red Rock (b) (6), (b) (7)(C)
--- (b) (6), (b) (7)(C)
Respondent Red Rock
--- (b) (6), (b) (7)(C) Red Rock
--- (b) (6), (b) (7)(C) Respondent Red Rock
--- (b) (6), (b) (7)(C)
Respondent Red Rock (b) (6), (b) (7)(C)
--- (b) (6), (b) (7)(C) Respondent
Red Rock
--- (b) (6), (b) (7)(C) Respondent
Red Rock
--- (b) (6), (b) (7)(C) Respondent Red Rock (b) (6), (b) (7)(C)
--- (b) (6), (b) (7)(C) Respondent Red Rock
(b) (6), (b) (7)(C)
--- (b) (6), (b) (7)(C) Respondent Red Rock (b) (6), (b) (7)(C)
--- (b) (6), (b) (7)(C) Respondent Red Rock

Respondent Green Valley Ranch

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent
Green Valley Ranch
--- (b) (6), (b) (7)(C) Respondent Green Valley
Ranch
--- (b) (6), (b) (7)(C) Respondent Green Valley
Ranch
--- (b) (6), (b) (7)(C) Respondent Green Valley
Ranch (b) (6), (b) (7)(C)
--- (b) (6), (b) (7)(C) Respondent Green Valley
Ranch
--- (b) (6), (b) (7)(C) Respondent Green
Valley Ranch (b) (6), (b) (7)(C)
--- (b) (6), (b) (7)(C) Respondent Green
Valley Ranch
--- (b) (6), (b) (7)(C) Respondent
Green Valley Ranch (b) (6), (b) (7)(C)
--- (b) (6), (b) (7)(C) Respondent Green Valley
Ranch
--- (b) (6), (b) (7)(C) Respondent Green Valley Ranch

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

--- (b) (6), (b) (7)(C) Respondent Palace Station

(b) (6), (b) (7)(C)

--- (b) (6), (b) (7)(C) Respondent Palms

--- (b) (6), (b) (7)(C) Respondent Palms

--- (b) (6), (b) (7)(C) Respondent Palms

--- (b) (6), (b) (7)(C) Respondent Palms

--- (b) (6), (b) (7)(C) Respondent Palms

--- (b) (6), (b) (7)(C) Respondent Palms

--- (b) (6), (b) (7)(C) Respondent Palms

--- (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Respondent Santa Fe Station

--- (b) (6), (b) (7)(C) Respondent Santa Fe Station

--- (b) (6), (b) (7)(C) Respondent Santa Fe Station

--- (b) (6), (b) (7)(C) Respondent Santa Fe Station

--- (b) (6), (b) (7)(C) Respondent Santa Fe Station

(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- (b) (6), (b) (7)(C) Respondent Santa Fe Station
- Unknown title, Respondent Santa Fe Station (formerly of Respondent Fiesta Rancho)

(b) (6), (b) (7)(C)

Respondent Texas Station

- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station
- (b) (6), (b) (7)(C) Respondent Texas Station

With respect to Paragraph 4(b) of the Complaint, Respondents neither admit nor deny the Section 2(13) agent status of those individuals whose names have not been provided or have only partly been provided. Respondents deny Section 2(13) agent status for those individuals who are specifically and fully identified in Paragraph 4(b) of the Complaint and demand strict proof as to the alleged actions taken by each individual.

5.

Respondents respond to each of the allegations contained in Paragraph 5 of the Complaint as follows:

5(a) – 5(c) – Respondent Palms admits the allegations contained in Paragraphs 5(a) – 5(c) of the Complaint.

5(d) – 5(e) – Respondent Boulder Station admits the allegations contained in Paragraphs 5(d) – 5(e) of the Complaint.

5(f) – Respondent Boulder Station denies the allegations contained in Paragraph 5(f) of the Complaint.

5(g) – Respondent Palace Station admits the allegations contained in Paragraph 5(g) of the Complaint.

5(h) – (i) – Respondent Palace Station denies the allegations contained in Paragraphs 5(h) – 5(i) of the Complaint.

5(j) – (l) – Respondent Green Valley Ranch admits the allegations contained in Paragraphs 5(j) – 5(l) of the Complaint.

5(m) – 5(o) – Respondent Palms admits the allegations contained in Paragraphs 5(m) – 5(o) of the Complaint.

5(p) – 5(r) – Respondent Sunset Station admits the allegations contained in Paragraphs 5(p) – 5(r) of the Complaint.

5(s) – 5(u) – Respondent Sunset Station admits the allegations contained in Paragraphs 5(s) – 5(u) of the Complaint (including all sub-parts).

5(v) – 5(x) – Respondent Fiesta Rancho admits the allegations contained in Paragraphs 5(v) – 5(x) of the Complaint.

5(y) – 5(aa) – Respondent Fiesta Henderson admits the allegations contained in Paragraphs 5(y) – 5(aa) of the Complaint.

5(bb) – 5(dd) – Respondent Palms admits the allegations contained in Paragraphs 5(bb) – 5(dd) of the Complaint.

5(ee) – 5(ii) – Respondent Red Rock admits the allegations contained in Paragraph 5(ee); but denies all allegations in Paragraphs 5(ff) – 5(ii), including all sub-parts.

5(jj) – 5(nn) – Respondent Texas Station denies all the allegations contained in Paragraphs 5(jj) – 5(nn) of the Complaint (including all sub-parts).

5(oo) – 5(ss) – Respondent Santa Fe Station denies all the allegations contained in Paragraphs 5(oo) – 5(ss) of the Complaint (including all sub-parts).

6.

Respondents deny the individual allegations contained in Paragraph 6 of the Complaint (including all sub-parts), with the exception of the following sub-sections and sub-parts (all of which are admitted):

Paragraph 6(t)(2)-(4)

Paragraph 6(mmm)(2)(i)-(iv)

Paragraph 6(mmm)(3)(i)-(v)

Paragraph 6(nnn)(2)(i)-(iv)

Paragraph 6(ooo)(2)(i)-(v)

7.

Respondents deny the individual allegations contained in Paragraph 7 of the Complaint (including all sub-parts), with the exception of the following sub-sections and sub-parts (all of which are admitted):

Paragraph 7(d)(1)-(3)

Paragraph 7(e)

Paragraph 7(f)

Paragraph 7(j)

Paragraph 7(l)

Paragraph 7(r)

Paragraph 7(u)(1)-(4) – except that Respondents deny the characterization of the closure as “temporary” as alleged in Paragraph 7(u)(1).

Paragraph 7(z)(1)

Paragraph 7(bb)(1)-(2)

Paragraph 7(ii)(1)-(2)

8.

Respondents deny the allegations of Paragraph 8 of the Complaint.

9.

Respondents deny the individual allegations contained in Paragraph 9 of the Complaint (including all sub-parts), with the exception of the following sub-sections and sub-parts (all of which are admitted):

Paragraph 9(g)

Paragraph 9(h)

Paragraph 9(j)

Paragraph 9(l)

10.

Respondents deny the allegations of Paragraph 10 of the Complaint.

11.

Respondents deny the allegations of Paragraph 11 of the Complaint.

12.

Respondents deny the allegations of Paragraph 12 of the Complaint.

13.

Respondents deny the allegations of Paragraph 13 of the Complaint.

14.

Respondents deny the allegations of Paragraph 14 of the Complaint.

15.

Respondents deny the allegations of Paragraph 15 of the Complaint.

16.

Respondents deny the Prayer for Relief/Remedies in its entirety, including any and all claims for injunctive relief and/or relief in the form of bargaining orders.

17.

Out of an abundance of caution, Respondents incorporate by reference all of their responses and affirmative defenses asserted in response to the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing which is referenced in Paragraph 5(gg) of the Complaint.

1st AFFIRMATIVE DEFENSE

Respondents assert that the Complaint is invalid to the extent it fails to state claims upon which relief may be granted.

2nd AFFIRMATIVE DEFENSE

Respondents assert that the Complaint is invalid to the extent General Counsel has pled legal conclusions rather than required factual allegations.

3rd AFFIRMATIVE DEFENSE

Respondents assert that the Complaint is invalid to the extent that, if any alleged agents are ultimately determined to have committed unlawful acts, such acts were outside the scope of their employment, and/or that they were never directed, authorized, or permitted to engage in such actions by Respondents.

4th AFFIRMATIVE DEFENSE

Respondents assert that relief cannot be granted to the Charging Parties based upon the equitable doctrines of laches, waiver and/or unclean hands.

5th AFFIRMATIVE DEFENSE

Respondents assert that allegations and requested remedies, herein, violate the United States Constitution, including, but not limited to, Respondents' rights to due process and their rights to adequate and timely notice of alleged violations under Section 10 of the Act.

6th AFFIRMATIVE DEFENSE

Respondents assert that assuming, arguendo, any allegations in the Complaint are found to be violations of the Act, the remedies requested are, nevertheless, inappropriate, punitive in intent and beyond the Regional Director's authority to seek or impose, as a matter of law under the NLRA.

7th AFFIRMATIVE DEFENSE

Respondents assert that the Complaint fails to allege the operative and necessary facts sufficient to support the issuance of bargaining orders as remedies against any of the individual Respondents.

8th AFFIRMATIVE DEFENSE

Respondents assert that their supervisors and agents were privileged to express their views and opinions and to provide factual information to their employees, pursuant to Section 8(c) of the National Labor Relations Act.

9th AFFIRMATIVE DEFENSE

Respondents assert that some allegations were not timely processed for inclusion in this Complaint, resulting in prejudice to Respondents' abilities to adequately defend themselves because underlying charges were investigated and processed by Region 28 and, then, held for years without reasonable explanation or justification.

10th AFFIRMATIVE DEFENSE

Respondents assert that each and every allegation in the Complaint that is not specifically admitted, herein, is denied in its entirety.

11th AFFIRMATIVE DEFENSE

Respondents expressly reserve the right to assert new and additional affirmative defenses upon discovery of facts not previously known.

12th AFFIRMATIVE DEFENSE

Respondents assert that the Complaint's frivolous and overreaching allegations constitute nothing more than a coordinated scheme between NLRB Region 28 and officials of LJEB to interfere with, and by collusion, to damage Respondent's business enterprises, and to defame Respondents' officials and managers named in the false Complaint.

13th AFFIRMATIVE DEFENSE

Respondents assert that the Complaint should be dismissed in its entirety, as the remedies sought are intended to punish Respondents, without authority to do so under the National Labor Relations Act.

14th AFFIRMATIVE DEFENSE

Respondents assert that the Complaint seeks punitive remedies beyond the scope of the NLRB's statutory authority and the agency's established standards.

15th AFFIRMATIVE DEFENSE

Respondents assert that, to the extent that alleged actions taken by Respondents in 2020 were dictated, required or otherwise caused by mandates from the State of Nevada and/or by the federal government to prevent the spread of COVID-19, the NLRB lacks authority to seek or impose remedies for such compliance by employers.

16th AFFIRMATIVE DEFENSE

Respondents assert that, to the extent the Complaint encompasses any allegations occurring more than six months prior to the filing of a corresponding or related underlying charge or amended charge and the service of such charge or amended charge by the National Labor Relations Board, upon a named Respondent, such allegations are time-barred by Section 10(b) of the Act.

17th AFFIRMATIVE DEFENSE

Respondents assert that all Complaint allegations to which Respondents were not provided an opportunity to respond and defend during the investigation of the underlying charge should be dismissed.

18th AFFIRMATIVE DEFENSE

Respondents assert that, as to any individual employees referenced in the Complaint who were allegedly unlawfully disciplined or not recalled to work, any such actions were for cause and, therefore, no remedies are warranted as to them.

19th AFFIRMATIVE DEFENSE

Respondents assert that, to the extent the Complaint designates any individual Respondent as a “single”, “affiliated” or otherwise combined employer entity with any other named Respondent(s), such designations are neither admitted nor denied.

20th AFFIRMATIVE DEFENSE

Respondents assert that, to the extent that the Acting General Counsel Peter Sung Ohr was improperly appointed following the unlawful termination of his predecessor, NLRB General counsel Peter Robb, he is without authority to issue or prosecute this Complaint, thereby rendering the issuance of the Complaint *ultra vires* and invalid. The Complaint must, therefore, be dismissed.

21st AFFIRMATIVE DEFENSE

Respondents assert that, if any of the underlying allegations, herein, were the subject of charges that have been withdrawn, dismissed or otherwise resolved, prior to the filing of this Complaint, such allegations should be immediately dismissed.

22nd AFFIRMATIVE DEFENSE

Respondents assert that all decisions regarding which casino properties are to reopen, and when and in what manner each will reopen, are solely based upon economic and financial considerations and not, in any manner, based upon whether a property is union or non-union.

23rd AFFIRMATIVE DEFENSE

(b) (6), (b) (7)(C) identified in the pleading as an “Interested Party”, is neither a supervisor, an agent or a representative of any of the named individual Respondents; nor is (b) (6) a party to any of the multiple unfair labor practice charges listed in the Complaint. Indeed, (b) (6), (b) (7)(C) is an hourly employee of the Palms and, also, the individual petitioner in Case No. 28-RD-273582, unrelated to any of the Complaint allegations. (b) (6) is not an “Individual Party” to any of the included Complaint allegations. Respondents assert that (b) (6), (b) (7)(C) name appears to be included in the Complaint as a means to intimidate (b) (6), (b) (7)(C) and should be removed from the Complaint.

24th AFFIRMATIVE DEFENSE

To the extent that any actions were taken by Respondents without giving the LJEB or IUOE, Local 501 notice and/or an opportunity to bargain, such actions were based on exigent circumstances or extraordinarily unforeseen events.

25th AFFIRMATIVE DEFENSE

To the extent that any actions were taken by Respondents without giving the LJEB or IUOE, Local 501 notice and/or an opportunity to bargain, based on exigent circumstances or extraordinarily unforeseen events, the LJEB and IUOE, Local 501 waived their rights to engage in effects bargaining with regard to individual Respondents’ actions.

26th AFFIRMATIVE DEFENSE

Respondents assert that because the attempt to consolidate the Fourth Consolidated Complaint issued in Case Nos. 28-CA-244484, *et al.* (Attachment A to the Complaint), with the Complaint was rejected by the Administrative Law Judge in that proceeding and not subsequently appealed, any alleged conduct and claims contained in the Fourth Consolidated Complaint should

(a) not be considered or relied upon in this proceeding and (b) be stricken as an attachment to the Complaint.

WHEREFORE, having fully answered the Complaint, Respondents request that it be dismissed in its entirety and that Respondents be awarded their costs and attorneys' fees incurred in defense of this action, or in the alternative, that counsel for the General Counsel be held to strict proof as to all allegations not specifically admitted.

Respectfully submitted,

/s/Douglas R. Sullenberger
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dsullenberger@fisherphillips.com

/s/Timothy Scott
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Suite 3710
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tscott@fisherphillips.com

May 10, 2021

STATEMENT OF SERVICE

The undersigned hereby states that **RESPONDENTS' ANSWER TO ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING** in the above-captioned cases has been E-Filed on the National Labor Relations Board's website, and a copy served on the following by email, on the date indicated below:

Sara Demirok, Esq.	sara.demirok@nlrb.gov
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(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

May 10, 2021
Date

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

and

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO;**

and

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

Cases 28-CA-228052

28-CA-228944

28-CA-247602

28-CA-248464

28-CA-249203

28-CA-249576

28-CA-251083

28-CA-251254

28-CA-251803

28-CA-252404

28-CA-252964

28-CA-256630

28-CA-257778

28-CA-260167

28-CA-260169

28-CA-260187

28-CA-260199

28-CA-260207

28-CA-260209

28-CA-260216

28-CA-261666

28-CA-262465

28-CA-262973

28-CA-262977

28-CA-262980
28-CA-262982
28-CA-262987
28-CA-263582
28-CA-264135
28-CA-264297
28-CA-264465
28-CA-264469
28-CA-264476
28-CA-264612
28-CA-264619
28-CA-264626
28-CA-264631
28-CA-264638
28-CA-266556
28-CA-266987
28-CA-267067
28-CA-268930
28-CA-268957
28-CA-268958
28-CA-268960
28-CA-269516
28-CA-269517
28-CA-269519
28-CA-269520
28-CA-269959
28-CA-269962
28-CA-269965
28-CA-271251
28-CA-271608
28-CA-273812

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO**

**Cases 28-CA-239331
28-CA-247230
28-CA-260724**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP TEXAS STATION LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;**

**collectively, a Single Employer and Single Integrated
Enterprise**

and

Case 28-CA-245647

(b) (6), (b) (7)(C) , AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC d/b/a PALACE STATION
HOTEL & CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-273936

(b) (6), (b) (7)(C), AN INDIVIDUAL

MOTION FOR CONTINUANCE

Pursuant to 29 C.F.R. 102 § 6(a) Counsel for Respondents respectfully request a short postponement of the hearing presently scheduled for July 27, 2021. As grounds for the requested postponement, counsel for Respondents offer the following:

1. Respondents' Answer to the Consolidated Complaint was filed on May 10, 2021. On May 6, 2021, counsel for Respondents received notice setting the hearing date in this matter for July 27, 2021.
2. Respondents anticipate that counsel for the General Counsel will issue lengthy subpoenas in this matter once the Answer is filed. In a pending case involving a single casino property, Red Rock Resorts (28-RC-244484, *et. al.*), subpoenas were issued before the hearing began. In response, Respondent Red Rock Resorts ultimately provided an estimated 30,000

pages, which required several weeks of work by its attorneys and employees to locate and produce.

3. Trial counsel for Respondents in this matter both have pre-existing conflicts in June and July that will seriously impact Respondents' ability to both respond to anticipated subpoenas and to begin necessary preparation efforts to represent their clients.
 - a. Counsel Scott is lead attorney in a complicated arbitration scheduled to begin on June 21, 2021 and last through June 30, 2021 in Manchester, New Hampshire in the case of *Merrick Corsetti & Joshua Kobey v. GPI NH-T, Inc. d/b/a Ira Toyota of Manchester and Group 1 Automotive, Inc.*, E(R) 0257-19/16D-219-00266 & E(R) 0252-19/16D-2019-00265. In connection with this litigation, Counsel Scott will be in New Hampshire from June 14 through July 1.
 - b. Counsel Scott also has an important, pre-planned trip in Mid-July 2021 to tour college campuses in Tennessee, Virginia, New York, and Maine with his son. Counsel Scott is scheduled to fly to Nashville on July 17, and will then drive to visit several east coast colleges between July 17, 2021 and July 22, 2021. Counsel Scott's wife and older son are scheduled to fly to Boston on July 23 to join in the college tour, then travel to Maine for a planned vacation until returning to New Orleans on July 29.
 - c. Counsel Sullenberger has a long planned and non-refundable family vacation scheduled to begin on July 9 and end on July 18. Additionally, he and his wife will celebrate their 25th wedding anniversary on August 10, and he would certainly hope that they can enjoy that event together.
4. Therefore, Respondents respectfully request that the hearing be rescheduled to begin on August 30 (or on any later date selected by the Region). This short postponement would

permit counsel to meet their previously-scheduled work and personal commitments; to properly respond to subpoenas that will be issued; to participate in all necessary pre-hearing preparation activities, and to attend the hearing.

5. Counsel for Respondents has contacted LJEB and IUOE, Local 501, representatives regarding this requested postponement. Counsel for LJEB stated that her client opposes the length of the requested continuance but indicated that it would not necessarily oppose a shorter extension. Counsel for IUOE, Local 501, has not responded and provided its position on the proposed continuance. Counsel for General Counsel indicated that the Region opposes the proposed continuance.

Respectfully submitted,

/s/Douglas R. Sullenberger
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/s/Timothy Scott
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STATEMENT OF SERVICE

The undersigned hereby states that Respondents' **MOTION FOR CONTINUANCE** in the above-captioned cases has been E-Filed on the National Labor Relations Board's website, and a copy served on the following by email, on the date indicated below:

Sara Demirok, Esq.	sara.demirok@nrlb.gov
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Kimberly Weber, Esq.	kweber@msh.law
David Rosenfeld, Esq.	nlrbotices@unioncounsel.net
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
J. Soto	jsoto@local501.org
O. Diaz	odiaz@culinaryunion226.org

May 14, 2021
Date

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INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 501, AFL-CIO

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 28

RED ROCK RESORTS, INC.,

and

STATION HOLDCO LLC,

and

FP HOLDINGS L.P. d/b/a PALMS CASINO
REORT AND PALMS PLACE, and FIESTA
PARENTCO, L.L.C., General Partner;

and

NP BOULDER LLC d/b/a BOULDER STATION
HOTEL & CASINO;

and

NP FIESTA LLC d/b/a FIESTA RANCHO
HOTEL & CASINO;

and

NP LAKE MEAD LLC d/b/a FIESTA
HENDERSON CASINO HOTEL;

and

NP PALACE LLC d/b/a PALACE STATION

**OPPOSITION TO MOTION FOR
CONTINUANCE**

HOTEL & CASINO;

and

NP RED ROCK LLC d/b/a RED ROCK
CASINO, REORT & SPA;

and

NP SANTA FE LLC d/b/a SANTA FE STATION
HOTEL & CASINO;

and

NP SUNSET LLC d/b/a SUNSET STATION
HOTEL & CASINO;

and

NP TEXAS LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;

and

STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA
CASINO;

collectively, a Single Employer and Single
Integrated Enterprise

and

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS a/w UNITE HERE
INTERNATIONAL UNION

and

(b) (6), (b) (7)(C), an individual

Party in Interest,

Cases 28-CA-228052
28-CA-228944
28-CA-247602
28-CA-248464
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28-CA-260187
28-CA-260199
28-CA-260207
28-CA-260209

RED ROCK RESORTS, INC.

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

NP SUNSET LLC d/b/a SUNSET STATION
HOTEL & CASINO;

28-CA-260216
28-CA-261666
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28-CA-273812

and

FP HOLDINGS, L.P. d/b/a PALMS CASINO
RESORT AND PALMS PLACE, and FIESTA
PARENTCO, L.L.C., General Partner;

Collectively, a Single Employer and Single
Integrated Enterprise

and

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO

and

(b) (6), (b) (7)(C), an individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

NP TEXAS STATION LLC d/b/a TEXAS
STATION GAMBLING HALL AND HOTEL,

Collectively, a Single Employer and Single
Integrated Enterprise

and

(b) (6), (b) (7)(C), AN INDIVIDUAL
RED ROCK RESORTS, INC.

and

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

Cases 28-CA-239331
28-CA-247230
28-CA-260724

Cases 28-CA-245647

and

NP PALACE LLC d/b/a PALACE STATION
HOTEL & CASINO,

collectively, a Single Employer and Single
Integrated Enterprise

and

(b) (6), (b) (7)(C), AN INDIVIDUAL

Cases 28-CA-273936

1. The Respondents are subject to contempt proceedings in the District of Columbia Circuit Court of Appeals and the Ninth Circuit. The employers should not be allowed a continuance of this case because of their contempt of the Court Orders and continued contempt of the Court Orders as reflected in this case and other pending cases.

2. The employers attempt to leverage a further continuance by hiring too many counsel to represent them and then arguing that each of them separately has a conflict. The employer needs to pick and choose. They cannot seek a continuance because they want to spend more money on multiple lawyers.

3. Although counsel represent they have family obligations, this ignores how the destructive conduct of this employer sabotages employee rights. The rights of the workers should be respected. Their efforts to earn a living and support their families should not be sacrificed because counsel can afford fancy trips or fancy college tours. This should not excuse the deprivation of rights suffered by the employees and their families.

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///

4. The continuance should be denied and the hearing moved up.

Dated: May 14, 2021

Respectfully Submitted,

WEINBERG, ROGER & ROSENFELD
A Professional Corporation



By: DAVID A. ROSENFELD

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO

**PROOF OF SERVICE
(CCP §1013)**

I am a citizen of the United States and resident of the State of California. I am employed in the County of Alameda, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On May 14, 2021, I served the following documents in the manner described below:

OPPOSITION TO MOTION FOR CONTINUANCE

- ☒ **BY ELECTRONIC SERVICE:** By electronically mailing a true and correct copy through Weinberg, Roger & Rosenfeld's electronic mail system from dtaylor@unioncounsel.net to the email addresses set forth below.

On the following parties in this action:

Douglas R. Sullenberger, Esq. Email: dsullenberger@fisherphillips.com	Timothy Scott, Esq. Email: tscott@fisherphillips.com
Sara Demirok, Esq. Email: sara.demirok@nlrb.gov	Richard McCracken, Esq. Email: rmccracken@msh.law
Eric B. Myers, Esq. Email: ebm@msh.law	A.Mirella Nieto, Esq. Email: amnieto@msh.law
Kimberly Weber, Esq. Email: kweber@msh.law	(b) (6), (b) (7)(C) Email: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) Email: (b) (6), (b) (7)(C)	J. Soto Email: jsoto@local501.org
O. Diaz Email: odiaz@culinaryunion226.org	

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 14, 2021, at Emeryville, California.

(b) (6), (b) (7)(C)

ERIC MYERS, Bar No. 8588
KIMBERLEY WEBER, Bar No.14434
McCRACKEN, STEMERMAN & HOLSBERY, LLP
595 Market Street, Suite 800
San Francisco, CA 94105
Telephone: (415) 597-7200
Facsimile: (415) 597-7201
Emails: *ebm@msh.law*
kweber@msh.law

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 28

RED ROCK RESORTS, INC.,

and

STATION HOLDCO LLC,

and

FP HOLDINGS L.P. d/b/a PALMS CASINO
REORT AND PALMS PLACE, and FIESTA
PARENTCO, L.L.C., General Partner;

and

NP BOULDER LLC d/b/a BOULDER
STATION HOTEL & CASINO;

and

NP FIESTA LLC d/b/a FIESTA RANCHO
HOTEL & CASINO;

and

NP LAKE MEAD LLC d/b/a FIESTA
HENDERSON CASINO HOTEL;

**OPPOSITION TO MOTION FOR
CONTINUANCE**

and

NP PALACE LLC d/b/a PALACE STATION
& CASINO;

and

NP RED ROCK LLC d/b/a RED ROCK
CASINO, REORT & SPA;

and

NP SANTA FE LLC d/b/a SANTA FE
STATION HOTEL & CASINO;

and

NP SUNSET LLC d/b/a SUNSET STATION
HOTEL & CASINO;

and

NP TEXAS LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;

and

STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA
CASINO;

collectively, a Single Employer and Single
Integrated Enterprise

and

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS a/w UNITE HERE
INTERNATIONAL UNION

and

(b) (6), (b) (7)(C), an individual
Party in Interest,

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RED ROCK RESORTS, INC.

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

NP SUNSET LLC d/b/a SUNSET STATION
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and

FP HOLDINGS, L.P. d/b/a PALMS CASINO
RESORT AND PALMS PLACE, and FIESTA
PARENTCO, L.L.C., General Partner;

Collectively, a Single Employer and Single
Integrated Enterprise

Cases 28-CA-239331
28-CA-247230
28-CA-260724

and

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 501, AFL-CIO

and

(b) (6), (b) (7)(C), an individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

NP TEXAS STATION LLC d/b/a TEXAS
STATION GAMBLING HALL AND HOTEL,

Collectively, a Single Employer and Single
Integrated Enterprise

Cases 28-CA245647

and

(b) (6), (b) (7)(C), an individual
Red Rock Resorts, Inc.

and

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

NP PALACE LLC d/b/a PALACE STATION
HOTEL & CASINO,

collectively, a Single Employer and Single
Integrated Enterprise

and

(b) (6), (b) (7)(C), AN INDIVIDUAL

Cases: 28-CA-273936

Charging Party Local Joint Executive Board opposes Respondent's Motion for a Continuance. The Board's Regulations regularly approve short accommodations, such as 3 days. But a 30-day continuance is unjustified. Respondent has two counsel assigned and thus should be able to ensure coverage for the case. Furthermore, prompt proceedings are necessary given the gravity of the allegations in the case and the nature of the requested remedies. Undue delay will undermine the request for a *Gissel* bargaining order further derogate the Charging Parties' rights.

Dated: May 17, 2021

Respectfully submitted,

McCRACKEN, STEMERMAN & HOLSBERRY, LLP

/s/ Kimberley C. Weber

Eric B. Myers
Kimberley C. Weber

CERTIFICATE OF SERVICE

I hereby certify that the **OPPOSITION TO MOTION FOR CONTINUANCE** was electronically filed on the NLRB's website with the Region and served via electronic mail on the following:

Douglas R. Sullenberger, Esq.
Email: *dsullenberger@fisherphillips.com*

Sara Demirok, Esq.
Email: *sara.demirok@nlrb.gov*

(b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)

Timothy Scott, Esq.
Email: *tscott@fisherphillips.com*

(b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)

J. Soto
Email: *isoto@local501.org*

Dated: May 17, 2021

(b) (6), (b) (7)(C)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

and

**NP BOULDER LLC d/b/a
BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

**NP PALACE LLC d/b/a
PALACE STATION HOTEL & CASINO;**

and

**NP RED ROCK LLC d/b/a
RED ROCK CASINO, RESORT & SPA;**

and

**NP SANTA FE LLC d/b/a
SANTA FE STATION HOTEL & CASINO;**

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**NP TEXAS LLC d/b/a
TEXAS STATION GAMBLING HALL AND HOTEL;**

and

**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS a/w
UNITE HERE INTERNATIONAL UNION**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

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28-CA-271608
28-CA-273812
28-CA-273936

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP SUNSET LLC d/b/a
SUNSET STATION HOTEL & CASINO;**

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
FIESTA PARENTCO, L.L.C., General Partner;**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 501, AFL-CIO**

**Cases 28-CA-239331
28-CA-247230
28-CA-260724**

and

(b) (6), (b) (7)(C) , an Individual

Party in Interest

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**NP TEXAS STATION LLC d/b/a TEXAS STATION
GAMBLING HALL AND HOTEL;**

**collectively, a Single Employer and Single Integrated
Enterprise**

and

Case 28-CA-245467

(b) (6), (b) (7)(C), AN INDIVIDUAL

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC

and

STATION CASINOS LLC;

and

**NP PALACE LLC d/b/a PALACE STATION HOTEL &
CASINO**

**collectively, a Single Employer and
Single Integrated Enterprise**

and

Case 28-CA-239376

(b) (6), (b) (7)(C), AN INDIVIDUAL

ORDER RESCHEDULING HEARING

On May 6, 2021, an Order Scheduling Hearing issued in this matter, scheduling a hearing to commence before an Administrative Law Judge of the National Labor Relations Board at 9:00 a.m. (Pacific Time) on July 27, 2021, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined. On May 14, 2021

Counsel for Respondent filed a Motion for Continuance seeking to postpone the commencement of the hearing until at least August 30, 2021, based on several grounds, including various previously scheduled work and personal commitments of Respondent's counsels. On May 14, 2021, and May 17, 2021, Charging Parties International Union of Operating Engineers, Local 501, AFL-CIO (Local 501) and Local Joint Executive Board of Las Vegas a/w UNITE HERE International Union (LJEB) filed oppositions to Respondent's Motion for Continuance, respectively.

On May 20, 2021, the parties participated in a pre-hearing conference call with Administrative Law Judge Amita B. Tracy in which the parties discussed, among other things, availability on August 3, 2021, to commence the hearing to address subpoena and other pre-trial matters upon Respondent's counsel's proposal. However, the Charging Parties remained in opposition to a delay at that time. Thereafter, the parties have since confirmed their availability and agreement to commence the hearing on that date, August 3, 2021. Based on the forgoing showing of good cause,

IT IS HEREBY ORDERED that the hearing in this proceeding is rescheduled to commence on August 3, 2021, at 9:00 a.m. (Pacific Time) by a means and method to be determined by Administrative Law Judge Amita B. Tracy and/or the Division of Judges of the National Labor Relations Board.

Dated at Phoenix, Arizona, this 4th day of June, 2021.

/s/ **Cornele A. Overstreet**
Cornele A. Overstreet, Regional Director

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

RED ROCK RESORTS, INC.;

and

STATION HOLDCO LLC;

and

STATION CASINOS LLC;

and

**FP HOLDINGS, L.P. d/b/a
PALMS CASINO RESORT AND PALMS PLACE, and
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and

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BOULDER STATION HOTEL & CASINO;**

and

**NP FIESTA LLC d/b/a
FIESTA RANCHO HOTEL & CASINO;**

and

**NP LAKE MEAD LLC d/b/a
FIESTA HENDERSON CASINO HOTEL;**

and

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PALACE STATION HOTEL & CASINO;**

and

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RED ROCK CASINO, RESORT & SPA;**

and

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and

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and

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TEXAS STATION GAMBLING HALL AND HOTEL;**

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**STATION GVR ACQUISITION, LLC d/b/a
GREEN VALLEY RANCH RESORT SPA CASINO;**

**collectively, a Single Employer and
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and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
a/w UNITE HERE INTERNATIONAL UNION**

and

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Party in Interest

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and

STATION HOLDCO LLC;

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and

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GAMBLING HALL AND HOTEL;**

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Case 28-CA-245467

(b) (6), (b) (7)(C) , AN INDIVIDUAL

RED ROCK RESORTS, INC.;

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STATION CASINOS LLC;

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HOTEL & CASINO**

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and

Case 28-CA-273936

(b) (6), (b) (7)(C) , AN INDIVIDUAL

AFFIDAVIT OF SERVICE OF: Order Scheduling Hearing, dated June 4, 2021

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **June 4, 2021**, I served the above-entitled document(s) by **electronic service**, as noted below, upon the following persons, addressed to them at the following addresses:

SEE ATTACHED

June 4, 2021

Date

Mary H. Zorn, Designated Agent of NLRB

Name

/s/ Mary H. Zorn

Signature

Station Holdco, LLC
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Las Vegas, NV 89135
Email: phil.fortino@stationcasinos.com

Station Casinos LLC
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Las Vegas, NV 89135
Email: phil.fortino@stationcasinos.com

Station GVR Acquisition, LLC d/b/a Green
Valley Ranch Resorts Spa Casino
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Henderson, NV 89052-2672
Email: carol.thompson@stationcasinos.com

NP Sunset LLC d/b/a Sunset Station Hotel &
Casino
1301 West Sunset Road
Henderson, NV 89014
Email: valerie.murzl@stationcasinos.com

NP Texas LLC d/b/a Texas Station Gambling
Hall & Hotel
2101 Texas Star Lane
North Las Vegas, NV 89032-3565
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elizabethmaria.trejo@stationcasinos.com

NP Lake Mead LLC d/b/a Fiesta Henderson
Casino Hotel
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Henderson, NV 89015
Email: cheryl.vetter@stationcasinos.com

NP Boulder, LLC d/b/a Boulder Station Hotel
& Casino
4111 Boulder Highway
Las Vegas, NV 89121
Email: paul.pippin@stationcasinos.com

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Reyburn W. Lominack III, Attorney
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Email: rlominack@fisherphillips.com

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Pittsburgh, PA 15222
Email: bbalonick@fisherphillips.com

Letitia F. Silas, Attorney at Law
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Bethesda, MD 20814
Email: lsilas@fisherphillips.com

FP Holdings, L.P. d/b/a Palms Casino Resort
4321 W. Flamingo Road
Las Vegas, NV 89103
Email: jon.gray@palms.com

NP Fiesta LLC d/b/a Fiesta Rancho Hotel &
Casino
2400 N. Rancho Drive
Las Vegas, NV 89130-3316
Email: chris.gellner@stationcasinos.com

NP Palace LLC d/b/a Palace Station Hotel &
Casino
2411 West Sahara Avenue
Las Vegas, NV 89102
Email: david.horn@stationcasinos.com

Red Rock Resorts, Inc.
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